

**MEDICAL TRAINING AGREEMENT
BETWEEN
SEGUIN FIRE DEPARTMENT
SEGUIN, TEXAS
AND
THE UNITED STATES ARMY
FOR THE
COMBAT PARAMEDIC COURSE**

Agreement # _____

I. BACKGROUND

A. This agreement is entered into by and between Seguin Fire Department, hereinafter referred to as the “The Training Institution” and the United States Army.

B. The Army, through the U.S. Army Medical Center of Excellence (MEDCoE) and other programs implemented by Army regulation, has established multiple programs for student clinical training, sustainment training, and pre-deployment training. Some of these programs incorporate clinical training at non-federal facilities such as the Training Institution. The joint training at the Training Institution is designed to fulfill the clinical training requirements of the Army, through the Combat Paramedic Course, in order to provide current and competent health care personnel in support of the National Security Strategy.

C. The specific nature of this agreement is to train Army personnel (referred to as “Army personnel”) consisting of a specified number and type of personnel. The Army may assign Army personnel to perform student clinical or sustainment training as part of other approved Training Institution professional programs as mutually agreed by the parties. Both the Army and the Training Institution must agree in writing prior to arrival on the number of Army personnel who will participate in these training programs, the dates their training is to begin and end, and the practice area in which each member will perform clinical duties. Army personnel will not replace or displace Training Institution residents, trainees, or Training Institution medical students.

D. It is in the best interest of the Army for Army personnel to use the clinical facilities of the Training Institution to receive enhanced clinical experience and proficiency training in their specialties. This clinical experience is invaluable to the educational preparation of future health care providers in the Army, and toward increasing the ability to fulfill Army readiness requirements.

II. UNDERSTANDING

The parties acknowledge and agree to the following:

A. While conducting training at the Training Institution, Army personnel will be under the supervision of a designated Training Institution official, who shall be an employee of the

Training Institution, for all clinical cases and experiences and will be subject to and required to abide by all facility rules and applicable regulations, except where compliance would be inconsistent with Federal statute, regulation, or any other law binding members of the U.S. Army. It is further agreed that Army personnel engaged in providing patient care will perform these duties consistent with both Department of Defense (DoD) and the Training Institution's scope of practice.

B. It is understood and agreed there will be no training charges incurred by the Army as a result of this agreement. This does not include the expenses incurred by the Army such as salaries of Army personnel, travel, billeting, food, monthly administrative/educational material, infrastructure costs, office and training supplies/equipment.

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

D. No party to this Agreement will use the name of another party or that party's employees or personnel, or any adaption thereof, for purposes of advertising, publicity, marketing, or promotion, without prior written consent obtained from the other parties. Public announcements concerning the making of this Agreement must have prior written approval of all parties.

E. The Training Institution may generate appropriate bills for hospital services rendered by Army personnel assigned at the Training Institution subject to any restriction under federal law on billing for services of federal employees. The U.S. Army and Army personnel hereby assign to the Training Institution all rights to payment for such services. All proceeds from these bills shall become the exclusive property of the Training Institution, as applicable; the Army and the DoD shall have no right or claim to such proceeds. All military personnel will complete "Compliance Training" as required by the Training Institution Compliance Office and complete billing forms in a timely manner or when requested.

F. In addition to other provisions in this agreement, the Training Institution specifically agrees to:

1. Make available the clinical and related facilities needed for training.
2. Arrange, as feasible, schedules that will not conflict with other education programs.
3. Cooperate with the coordination process for the services provided by the Army personnel at the Training Institution and assist, as needed, with arrangement of schedules that will provide Army personnel with maximum exposure to clinical trauma and critical care, consistent with the Training Institution's procedures and Army requirements.
4. Provide reasonable classroom, conference, office, storage, dressing and locker room space for Army personnel.

5. Permit, on reasonable request, the evaluation/inspection of the clinical and education experience by Government agencies or other agencies charged with the responsibility for accreditation of the Army's education and training programs. This evaluation would be for the purpose of improving the quality of the educational and training experience. Such evaluations would not result in financial obligations by the Training Institution.

6. Provide emergency medical and dental treatment to Army personnel while at the Training Institution for training. The Army will pay for the reasonable cost of such treatment through TRICARE and the transfer to military medical treatment facilities.

7. The Training Institution may suspend or remove any Army personnel providing patient care and will keep the Army advised of the progress of any such action. The Army shall forthwith suspend from clinical duties any Army personnel who the Training Institution so suspends or removes.

8. Ensure all Army personnel are given reasonable "hands-on" clinical experience during their period of training. Their experience will be evaluated with respect to their Army accredited training program, as appropriate.

G. In addition to other provisions of this agreement, the Army specifically agrees to:

1. Provide and maintain accurate personnel records and reports developed during the course of the clinical experience of all Army personnel.

2. Ensure compliance with all the Training Institution's rules and applicable instructions.

3. Be responsible for health examinations and such other medical examinations and protective measures necessary for Army personnel.

4. Prohibit Army personnel training at the Training Institution from publishing any materials developed as a result of their clinical experience that has not been approved for release by the Army and the Training Institution.

5. Provide faculty or staff members, based at the Combat Paramedic Course, who will coordinate the educational activities and assignments of Army personnel.

6. Have the Army faculty or staff member coordinate with the designated Training Institution official the assignment that will be assumed by Army personnel and their attendance at selected conferences, clinics, courses and programs conducted under the direction and control of the Training Institution.

H. Unless otherwise provided in this Agreement, any notice, communication, request, reply or advice (herein severally and collectively for convenience called "Notice") herein provided or permitted to be given, made or accepted by any party to the other parties must be in writing and may be given or served by depositing the same in the United States mail postpaid,

registered or certified mail, addressed to the party to be notified, with return to such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Any notice shall be given to all other parties. Notice deposited in the mail in the manner hereinbefore described shall be conclusively deemed to be received and effective, unless otherwise stated by one or more recipients, after it is so deposited. Notice given in any other manner shall be effective only if and when received by the parties to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

UNITED STATES ARMY
Office of the Surgeon General
MAJOR CHRIS M. GONZALEZ
3630 STANLEY ROAD
JOINT BASE FORT SAM HOUSTON, TX 78234-6100
210-295-0517

SEGUIN FIRE DEPARTMENT
CHIEF DALE SKINNER
660 HWY 46 South
SEGUIN, TX 78155
830-401-2310

I. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements will supersede these documents. Any changes or modifications to this agreement must be in writing and be signed by both parties.

J. The terms of this Agreement will be effective from the date of final signature and for 9 years thereafter. Either party may terminate this Agreement with written notification sent by registered mail sixty (60) days prior to the termination date. It is understood that the Surgeon General, HQ Army, will have the right to terminate this affiliation agreement without such required notice at any time, if determined to be in the interests of United States Army mission requirements.

K. This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable in whole or in part, by any party without first obtaining written consent of the other parties.

L. This Agreement shall be subject to all applicable present and future valid laws, orders, rules and regulations of the United States of America, the United States Army, the State of [STATE], and of any regulatory body thereof having jurisdiction. Since the Army is a federal instrumentality, the Agreement shall be interpreted in accordance with federal law, and where such law requires application of state law, the laws of the State of [STATE] shall apply.

M. While assigned to the Training Institution and performing services pursuant to this agreement, Army personnel remain employees of the United States Government 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 its defense and immunities, will apply to allegations of negligence or wrongful acts or omissions by Army employees while acting within the scope of their duties pursuant to this agreement.

The parties shall have the right to specify as their addresses any other address by giving at least fifteen (15) days written notice of the change in address to the other party.

IN TESTIMONY OF WHICH this Agreement in duplicate originals, both of equal force, has been executed on behalf of the parties hereto as follows:

THE TRAINING INSTITUTION

THE UNITED STATES OF AMERICA

BY _____
DOUG FASELER
CITY MANAGER

BY _____
[CONTRACTING OFFICER]

DATE _____

DATE _____