

**DEPARTMENT OF THE ARMY  
WOMACK ARMY MEDICAL CENTER  
Fort Bragg, North Carolina 28310**

MEDCEN Memorandum  
No. 351-2

24 March 2011

**Graduate Medical Education  
GRATUITOUS MEDICAL TRAINING AGREEMENTS**

1. **PURPOSE.** To assign responsibilities and provide overall guidance whereby military residents or other allied healthcare professionals assigned to Womack Army Medical Center may obtain training in civilian healthcare institutions.

2. **SCOPE.** This directive is applicable to all military medical residencies and other allied healthcare professional programs at Womack Army Medical Center.

3. **REFERENCES.**

a. AR 351-3, Professional Education and Training Programs of the Army Medical Department, 15 Oct 07.

b. Institutional Requirements, Accreditation Council for Graduate Medical Education, 1 Jul 07.

c. Comprehensive Accreditation Manual for Hospitals, Joint Commission on the Accreditation of Healthcare Organizations, Jan 10.

4. **BACKGROUND.** Military residents and other allied healthcare professionals occasionally require training from civilian healthcare institutions when the clinical aspects are not available at Womack Army Medical Center. Training at civilian healthcare institutions is obtained under a gratuitous medical training agreement which means the military resident and other allied healthcare professionals do not receive any monetary reimbursement and the civilian training institution does not bill the government for any services.

5. **RESPONSIBILITIES.**

a. Director of the residency or allied healthcare training program will:

(1) Review the training needs of the military resident(s) or allied healthcare professional(s) and ascertain the clinical training requirements that may be met at selected civilian healthcare institutions.

(2) Contact the civilian healthcare institution(s) to ascertain their receptiveness to having military residents or allied healthcare professional train in their facility.

(3) Coordinate with the GME office in developing a packet consisting of a) memorandum requesting the establishment of a Gratuitous Medical Training Agreement (Appendix A), b) draw up an agreement using standard format (APPENDIX B), and c) complete POC form (APPENDIX C). Requests for a gratuitous medical training agreement must be received by the GME office at least ninety days before start of the projected rotation.

(4) Forward completed packet to GME Office.

(5) Forward requests for permissive temporary duty (PTDY) to the Troop Commander, Personnel Division, for out-of-town sites. DA Form 31, Request and Authority for Leave, is used to request PTDY.

(6) Ensure that military residents do not proceed to the educational institution without PTDY orders regardless of location.

b. The GME Office will:

(1) Receive the packet request for the gratuitous medical training agreement, review proposed packet, and forward the packet to the following offices: the Directorate of Business Operations-Support Agreements Manager for review of mandatory format and content IAW with MEDCOM regulatory guidance, the MEDCEN Judge Advocate officer for legal review and then to the WAMC Contracting Officer for signature and implementation of the agreement. The WAMC Contracting Officer will negotiate the agreement with the educational institution.

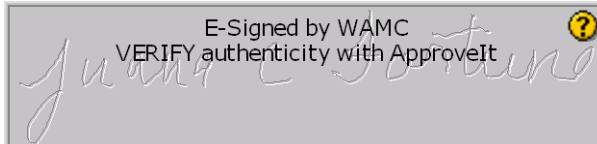
(2) Receive the approved/denied agreement from WAMC Contracting Officer and forward it to the Director(s) of the residency or of the allied healthcare program.

The proponent for this publication is GME. Users are invited to send comments and suggested improvements on a DA Form 2028, Recommended Changes to Publications and Blank Forms, directly to the proponent.

FOR THE COMMANDER:

OFFICIAL:

ROLANDO CASTRO JR.  
COL, MS  
Chief of Staff



JUANA C. FORTUNE  
Chief, Administrative Services  
Information Management Division

DISTRIBUTION:

A



DEPARTMENT OF THE ARMY  
WOMACK ARMY MEDICAL CENTER  
FORT BRAGG, NORTH CAROLINA 28310-5000

APPENDIX A

REPLY TO  
ATTENTION OF

MCXC-XXX

7 AUGUST 2008

MEMORANDUM THRU

Chief Department of XXXX, Womack Army Medical Center, Fort Bragg, NC 28310  
Deputy Commander for Clinical Services, Womack Army Medical Center, Fort Bragg, NC  
28310

FOR Director of Medical Education, Womack Army Medical Center, Fort Bragg, NC 28310

**SUBJECT: Establishment of a Gratuitous Medical Training Agreement**

1. The U.S. Army Graduate Program in XXXXXX at Womack Army Medical Center (WAMC) is seeking to establish a gratuitous medical training agreement between WAMC and the XXXXXXXXXXXXXX. The purpose of this agreement is to ensure that our students will receive an adequate number of training hours in XXXXXXXXXXXXXXXXXXXX.

2. XXXXXXXXXXXXXXXXXXXX has declined the liability coverage for our residents. They are unwilling to enter an agreement without liability insurance provided by the institution of origin. Therefore, I request establishing this agreement under the provisions where liability is covered by the Federal Tort Claims Act. This will assure our residents the opportunity to train at this outstanding institution.

4. If you have any further points of clarification I may be reached at (910) 907-7208. Thank you for your consideration in this matter.

JOHN DOE, MD  
COL, USA  
Program Director, XXXX Residency Program



**DEPARTMENT OF THE ARMY  
WOMACK ARMY MEDICAL CENTER  
FORT BRAGG, NORTH CAROLINA 28310-5000**

APPENDIX B

**GRATUITOUS MEDICAL TRAINING AGREEMENT  
(AGREEMENT NO. \_\_\_\_\_)**

THIS AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ is between the United States of America, hereinafter called the "Government," represented by the Contracting Officer, and \_\_\_\_\_, hereinafter referred to as the "Training Institution." It is freely entered into for the mutual benefit of the parties with the understanding that the Training Institution shall provide training to Government personnel at no cost to the Government in return for the services of said Government personnel at no cost to the Training Institution.

1. The U.S. Army, \_\_\_\_\_ (name of MTF), conducts a fully accredited training program in \_\_\_\_\_ (Discipline). The Training Institution trains residents in \_\_\_\_\_ (Discipline). Under this agreement, \_\_\_\_\_ (name of MTF) will assign military residents to the Training Institution for training in \_\_\_\_\_ (Discipline) for \_\_\_\_\_ month periods to supplement the existing \_\_\_\_\_ (name of MTF) training program.

2. In consideration of the premises and of the mutual advantages accruing to the parties hereto, this agreement sets forth the duties and responsibilities of all parties, both those of the Training Institution and those of the Government.

3. The \_\_\_\_\_ (name of affiliating institution) agrees:

a. Military residents affected by this agreement perform their training under authority of lawful orders issued by the Department of the Army and receive their pay and allowances therefrom. Accordingly, while performing such training, military residents are acting within the scope of their employment and are considered employees of the Army acting within the scope of their employment under Federal law. The provisions of 28 United States Code, section 2679, will immunize the military resident from individual tort liability. Furthermore, it is understood by the \_\_\_\_\_ (name of affiliating institution) that the United States will protect the liability of the military resident only, and that the United States may, in its representation of the military resident, assert any defense available under Federal law. Any notification of an actual or potential claim or suit against the \_\_\_\_\_

(name of affiliating institution) which names a military resident as a party of potential defendant will be reported to the United States Army Claims Service, Fort George G. Meade, Maryland 20755 (telephone (301) 677-7009). The [REDACTED] (name of affiliating institution) agrees to cooperate fully with the United States in the investigation of such complaints, to include making available any medical records, medical material including x-rays, slides, tissue, and witness statements, and the names of all other defendants. Further, the [REDACTED] (name of affiliating institution) will notify the United States of the extent and nature of any applicable malpractice insurance and whether such insurance includes the military resident. The United States Army will cooperate in the investigation and defense of such complaints and where concurrence of the Attorney General is obtained will, upon request of the military resident, assist in the removal of the action to the appropriate Federal District Court with a view toward substituting the United States as a defendant in lieu of the military resident.

b. To assure compliance with licensure requirements set forth by the medical licensing authorities of the State of [REDACTED], for the participation of military residents in the aforesaid training program.

4. It is understood and agreed that on the premises of this agreement, no agent, servant, or employee of the Training Institution shall, for any purpose, be deemed an agent, servant, or employee of the United States Government or be permitted to perform services of any kind on behalf of the United States Government.

5. It is understood and agreed that the education to be furnished military residents in connection with this agreement is gratuitous and voluntary and will be accomplished without cost to the United States Government. The military resident is prohibited from receiving any payment or contribution, including such forms of compensation as meals, quarters, or personal laundry, etc., other than his pay and allowances as a commissioned officer of the United States Army.

6. It is further understood and agreed that the military residents, while undergoing training at the Training Institution, will be under the immediate professional supervision and control of the Chief, [REDACTED] (Department), at the Training Institution or his authorized designee. All professional services rendered to patient of the Training institution by military residents will be properly monitored and supervised by Training Institution staff personnel.

7. Both the Government and the Training Institution must agree in writing prior to arrival on the number of military residents who will participate in the training program and on the dates their training is to begin and end.

8. All military residents will be under official orders assigning them to duty at the Training Institution for a specified period of time. Each resident so assigned will first report to the appropriate authority at the Training Institution for appropriate instructions.

9. All residents will be placed under the professional supervision of the Chief, [REDACTED] (Department), at the Training Institution. This official will be responsible for:

a. The quality of training offered the residents at all times.

b. The furnishing of a final written report evaluating the performance of each resident at the termination of his/her assignment. All such reports shall be directed to the attention of the Chief, [REDACTED] (Department), [REDACTED] (name of MTF).

10. The duties and responsibilities of each resident participating in this affiliation will be:

a. The workup, evaluation and management of patients assigned to him/her by members of the Training Institution staff.

b. The quality and completeness of clinical records on patients under his/her care.

c. The regular attendance of, and participation at, all scheduled clinics and any other appropriate teaching conferences of the Training Institution.

d. The assistance at, or performance of, all procedures as assigned under the supervision of qualified members of the Training Institution staff.

e. The consistent performance of duties at maximum capacity.

11. The Chief, [REDACTED] (Department), [REDACTED] (name of MTF), will support this training program as indicated and appropriate.

12. Privacy and Security of Protected Health Information (PHI). **[NOTE: FOR GRATUITOUS MEDICAL TRAINING AGREEMENTS, THE CIVILIAN TRAINING INSTITUTION (TI) IS THE HOLDER OF THE PHI FOR ITS PATIENTS. THEREFORE, IT IS THE TI'S OBLIGATION TO INSERT ITS OWN APPROVED HIPAA LANGUAGE IN THIS PARAGRAPH. IF THE TI DOES NOT PROVIDE ITS OWN HIPAA LANGUAGE, THE MTF WILL INSERT THE FOLLOWING].** The Training Institution agrees to provide training on its Health Insurance Portability and Accountability Act (HIPAA) policies and procedures to those who will be working in the facility. The Army medical facility's trainees shall abide by the Training Institution's HIPAA policies. No PHI or PHI data is anticipated to be exchanged between the Training Institution and Army medical facility. It is understood that the trainees are considered members of the Training Institution's workforce while receiving clinical training pursuant to this agreement, and so do not meet the definition of Business Associates under HIPAA. Therefore, no separate Business Associate Agreement between the Training Institution and Army medical facility is necessary.

13. It is understood and agreed that the parties of this agreement may revise or modify this agreement by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representative of both parties.

14. This agreement shall commence on the date of execution and shall continue until terminated.

15. The Government will review this agreement annually before the anniversary of its effective date for the purpose of incorporating changes required by statutes, Executive Orders, or the Federal Acquisition Regulations, such changes to be evidenced by a modification to this agreement or by a superseding agreement. If the parties fail to agree on any such change, the Government may terminate this agreement.

16. Either party may terminate this agreement by giving thirty (30) days advance written notice of the effective date of termination.

IN WITNESS WHEREOF, the parties hereunder have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THE TRAINING INSTITUTION

THE UNITED STATES OF AMERICA

\_\_\_\_\_

\_\_\_\_\_  
CHERYL RICKER  
CONTRACTING OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



ELECTIVE ROTATIONS IN CIVILIAN HEALTHCARE INSTITUTIONS

- 1. NAME OF INSTITUTION: \_\_\_\_\_  
\_\_\_\_\_
- 2. ADDRESS OF INSTITUTION: \_\_\_\_\_  
\_\_\_\_\_
- 3. SPECIALTY AREA OF TRAINING: \_\_\_\_\_
- 4. UNDER WHO'S DIRECTION (e.g. Chief, ER): \_\_\_\_\_
- 5. POC FOR INSTITUTION \_\_\_\_\_
- 6. MAILING ADDRESS OF POINT OF CONTACT AT CIVILIAN HEALTHCARE INSTITUTION: \_\_\_\_\_  
\_\_\_\_\_
- 7. TELEPHONE NUMBER OF POINT OF CONTACT: \_\_\_\_\_
- 8. PROPOSED DATES OF ROTATION: \_\_\_\_\_

THE POINT OF CONTACT AT THE CIVILIAN HEALTHCARE INSTITUTION MUST BE FULLY BRIEFED TO EXPECT THE GRATUITOUS MEDICAL TRAINING AGREEMENT, AND IF THE INSTITUTION HAS ANY PROBLEMS WITH THE AGREEMENT, IT MUST BE RETURNED TO THE CONTRACTING OFFICER STATING THE REASONS FOR NOT SIGNING