



DEPARTMENT OF THE NAVY
BUREAU OF MEDICINE AND SURGERY
2300 E STREET NW
WASHINGTON DC 20372-5300

IN REPLY REFER TO

BUMEDINST 7050.3
BUMED-05B
26 Dec 95

BUMED INSTRUCTION 7050.3

From: Chief, Bureau of Medicine and Surgery

Subj: TRAINING AFFILIATION AGREEMENT (TAA) PROGRAM

Ref: (a) BUMEDINST 7050.1
(b) BUMEDINST 1500.19
(c) Title 28, U.S.C., section 2679 (Westfall Act) (NOTAL)

Encl: (1) Sample MOU for Navy Trainees at Civilian Institutions
(2) Sample MOU for Two-Way Exchange of Trainees Between Navy and Civilian Institutions
(3) Sample MOU for Civilian Trainees at Naval Medical Department Activities
(4) Sample Trainee Agreement Addendum

1. Purpose. To provide the procedural requirements for negotiating and establishing TAAs between naval Medical Department activities and civilian institutions (Federal or non-federal). Memoranda of Understanding (MOUs) not involving TAAs are covered by reference (a).

2. Cancellation. Enclosure (4) of reference (a) is superseded by this instruction.

3. Background. Medical education and training programs for naval Medical Department officers and enlisted personnel are vital in administering competent health care support to the Operating Forces of the Navy and Marine Corps and providing quality health care to eligible beneficiaries. Certain professional educational training cannot be accomplished exclusively within the Department of the Navy. Full-time outservice (FTOS), other Federal institution (OFI), and integral parts of training (IPOT) for full-time inservice (FTIS) programs afford Navy Medicine the ability to train naval Medical Department personnel to mission requirements.

a. For the benefit of the Navy, naval Medical Department activities may enter into agreements that allow civilian trainees to take part in clinical rotations at Medical Department activities.

b. The U.S. Department of Justice (DOJ) requires that Medical Department activities entering into TAAs make every effort to have military as well as civilian trainees covered under the civilian facilities' insurance programs.



4. Types of Agreements. There are three general types of TAAs:

a. Navy Trainees at Civilian Institutions, (See Enclosure (1)). There are two categories of Navy trainee TAAs:

(1) Full-Time Outservice Training. Provides for Navy trainees to attend a civilian institution while under the auspice of an FTOS program managed by the Naval School of Health Sciences (NSHS), Bethesda, MD. These TAAs will be negotiated and approved by NSHS Bethesda. Establishment of a TAA for OFI programs is optional.

(2) Integral Parts of Training. Provides for a Navy trainee to engage in clinical learning experiences at qualified civilian institutions while participating in an FTIS program. These TAAs will be approved by the naval Medical Department activity where the training program is provided, reference (b). Establishing a TAA with a Federal institution for an IPOT is optional.

b. Two-Way Exchange of Trainees Between Navy and Civilian Institutions, (See Enclosure (2)). Provides for a reciprocal exchange of trainees for the mutual benefit of the two institutions. Typically, this formal agreement is established between a naval Medical Department activity and a civilian (non-Federal) institution for an IPOT. These TAAs are negotiated and approved by the naval Medical Department activity.

c. Civilian Trainees at Naval Medical Department Activities, (See Enclosure (3)). A formal agreement between a naval Medical Department activity and a civilian (Federal or non-Federal) institution that specifies that a civilian trainee associated with the civilian institution will participate in clinical learning experiences at the naval Medical Department activity.

5. General Criteria for Establishing TAAs. TAAs shall:

a. Be negotiated in the best interest of the Navy.

b. Be written as a "memorandum of understanding," using the samples in enclosures (1) through (3). TAAs may vary between naval Medical Department activities and other institutions depending on the nature of the particular type of affiliation. The sample MOUs use the abbreviation "MTF" (medical treatment facility) to indicate the Navy party to the agreement. Other entities may be substituted, as appropriate.

c. Be in a training program approved by the Navy and applicable national accrediting or recognizing agencies.

d. Contain effective time periods and termination provisions. Generally, agreements should be subject to termination on 30-days written notice by either party and state that the Chief, Bureau of Medicine and Surgery may terminate the agreement based on Navy-mission requirements at any time. The naval Medical Department activity shall retain the authority to refuse to accept trainees, or to modify assignments or schedules of any trainee as necessary for the orderly operation of the naval Medical Department activity as dictated by Navy-mission requirements.

e. Not require expenditure of Navy funds other than incidental expenses related to an agreement. Incidental expenses include, but are not limited to, a military trainee's pay, entitlements, tuition, approved travel and fees for required rotations, and use of Government-owned property.

f. Require that each civilian trainee of the affiliating institution sign the training agreement addendum, enclosure (4).

g. Not result in displacing employees or impairing existing contracts for services.

6. Liability Requirements

a. The naval Medical Department activity must establish responsibility between parties for potential liability for any negligent act or omission by the trainee or faculty member. The affiliation agreement should obtain the broadest possible protection for the Navy. The MOU must include the following basic liability requirements:

(1) Navy Trainees at Civilian Institutions. The civilian institution will establish and maintain professional liability or malpractice coverage through some form of insurance protection that covers the Navy trainees while at the civilian institution. This protection may be provided by the institution (contracted or self-insurance), State statutes, hospital bylaws, or other sources. The protection must apply to the Navy trainee and any liability producing act or omission by the trainee at the civilian institution. This liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. If there is any question as to the extent of the coverage, obtain clarification from the appropriate authority within the institution or State government. Attach documentary proof of the coverage. The approving authority will assess the adequacy of the coverage in light of tort liability experience for the type of training involved.

(2) Two-Way Exchange of Trainees Between Navy and Civilian Institutions. Each party is usually held responsible for its own trainees. Navy trainees will be protected by reference (c), as long as they are acting within the scope of their Federal employment. Civilian trainees will be protected by the civilian institution through some form of liability protection, covering faculty and trainees while at the Navy facility. This protection may be provided by the institution (contract or self-insurance), the faculty and trainees themselves, State statutes, hospital bylaws, or other sources. The protection must apply to the trainee and any liability producing act or omission by the trainee while at the Navy facility. The liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. If there is a question as to the extent of the coverage, obtain clarification from the appropriate authority within the institution or State government.

(3) Civilian Trainees at Naval Medical Department Activities. The civilian institution will establish and maintain professional liability or malpractice coverage through some form of insurance protection which covers faculty and trainees while at the Navy facility. This protection may be provided by the institution (contract or self-insurance), the faculty and trainees themselves, State statutes, hospital bylaws, or other sources. The protection must apply to the trainee and any liability producing act or omission by the trainee while at the Navy facility. The liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. If there is a question as to the extent of the coverage, obtain clarification from the appropriate authority within the institution or State government. Documentary proof of the coverage and the source of coverage shall be attached to the agreement. The approving authority will assess the adequacy of the coverage in light of tort liability experience for the type of training involved.

b. Navy trainees are protected by reference (c), as long as they are acting within the scope of their Federal employment. To ensure trainees are acting within the scope of their employment with the Navy, they must be issued temporary additional duty (TAD), temporary duty (TEM DU), or permanent change of station (PCS) orders. Permissive TAD orders or letters to indicate scope of employment are not authorized.

7. Approval of TAAs

a. NSHS Bethesda is the program manager of medical education and training programs and shall negotiate and approve TAAs for FTOS programs.

b. Commands that provide training for FTIS programs shall negotiate and approve TAAs for Navy trainees that require clinical rotations at civilian institutions, generally defined as IPOT.

c. Naval Medical Department activities shall negotiate and approve those TAAs involving civilian trainees participating in clinical learning experiences at the naval Medical Department activity.

8. Processing of TAAs

a. Ensures all MOUs include the statement: "The written agreement embodies the entire terms and understanding of the parties regarding this affiliation, and no other agreements exist between parties except as herein expressly set forth."

b. Ensures all MOUs include the names of each facility entering into agreement with complete addresses of each.

c. Ensures an official of the affiliating institution who has authority to bind the institution to its terms signs the written agreement. The authority to bind shall be stated or otherwise evidenced on the signature page.

d. Ensures the commanding officer of the naval Medical Department activity signs the MOU and specifies a facility point of contact.

e. Ensures that if an existing MOU includes an addendum for additional training arrangements the liability does not change.

9. Review of TAAs

a. Naval Medical Department activities shall periodically review their respective agreements for appropriateness and currency, but no less than once every 3 years. All naval Medical Department activities shall maintain up-to-date copies of their MOU. During their review, the Medical Department activity should change existing agreements to the format indicated in this instruction before approval.

b. Naval Medical Department activities shall ensure that a local Navy Judge Advocate General (JAG) reviews the proposed agreement and specifically assesses the adequacy of insurance and indemnification provisions relevant for the particular training contemplated by the Government. The Navy JAG shall review the appropriateness and sufficiency of any waiver requests.

10. Deviation From Standard MOU Language

a. With the exception of changes to the liability provisions, general administrative modifications of the MOU are permissible. However, if there is any question as to the legal ramifications of the modified language, the proposed MOU must be reviewed by a local Navy JAG.

b. If after good faith negotiations, the parties cannot agree on the terms of liability proposed by this instruction, the provision stipulating that the training institution provide liability coverage for the Navy trainee may be omitted. In this instance, a request for waiver is not necessary. However, written justification should be provided by the civilian institution explaining why the coverage cannot be extended to Navy trainees.

11. Waivers. A request for waiver must be submitted if the liability language in the proposed MOUs is altered, or if significant changes to the MOU are requested.

a. The naval Medical Department activity must clearly specify the proposed changes on the agreement and state the reasons for the waiver request.

b. The naval Medical Department activity should determine the impact on the training program, its accreditation status, or its mission if the proposed TAA is not approved.

c. The local Navy JAG must review the request for waiver and forward the proposed agreement, request for waiver, supporting documents and recommendation to Chief, Bureau of Medicine and Surgery (MED-36), 2300 E Street, NW, Washington, DC 20372-5300 for decision on the request for waiver.

d. Chief, Bureau of Medicine and Surgery (MED-36) is the TAA waiver authority and will consult with representatives of DOJ on the propriety of granting waivers.


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SAMPLE MOU FOR NAVY TRAINEES AT CIVILIAN INSTITUTIONS

MEMORANDUM OF UNDERSTANDING

1. Background

a. This agreement is entered into by and between (name and address of the Medical Department activity), hereinafter referred to as "MTF," and (name and address of affiliating institution), hereinafter referred to as the "training institution."

b. The (trustees, administrators, etc.) of the training institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train (name of trainee) in (name of residency, fellowship, or clinical rotation) over a period of (timeframe or training), from (date) to (date).

c. It is in the best interest of the U.S. Navy for its trainees to receive their clinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainees' clinical experience and performance.

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

a. While training at the training institution, the trainees will be under the supervision of facility officials for training purposes 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. Navy.

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

c. The number and assignment of trainees will be mutually agreed upon between the MTF and the training institution before the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee or bar any trainee when it is determined that further participation would not be in the best interest of the training institution.

d. The training institution will not use the MTF, names of trainees, or faculty members in any of their publicity or advertising media. However, the existence and scope of the program may be made known.

e. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, trainees assigned under this MOU receive compensation from the U.S. Navy only and are prohibited from receiving compensation, in any form, from the training institution or any other source.

f. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of meetings, courses, or travel to certain clinical or nonclinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or non-clinical rotations required and necessary for the trainees to satisfactorily complete the program will be considered.

g. It is understood and agreed that the training institution will generate bills for services rendered by the trainees. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy shall have no right or claim to such proceeds. Notwithstanding the above, the training institution cannot bill the Civilian Health and Medical Program of the Uniformed Services for the services rendered by U.S. Navy trainees.

h. Trainees affected by this agreement, assigned to the training institution, under orders issued by the U.S. Navy, remain employees of the United States and perform duties within the course and scope of their Federal employment. Consequently, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the trainees while acting within the scope of their duties pursuant to this agreement.

3. Affiliating Institution's Responsibilities. In addition to other provisions in this agreement, the training institution specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other educational programs.

c. Designate an official to coordinate trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, courses, and programs conducted under the direction of the training institution.

d. Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees and their faculty or staff supervisors.

e. Grant U.S. Navy trainees the same administrative privileges typically enjoyed by the training institution's non-military trainees.

f. Permit, on reasonable request, the inspection of clinical and related facilities by government agencies or other agencies charged with the responsibility for accreditation of the U.S. Navy's educational programs.

g. Provide emergency medical and dental treatment to trainees while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.

h. Provide professional liability (malpractice) coverage in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including legal representation and expense of defense of any such liability claims, actions, or litigation, resulting from participation by the trainees or faculty under this agreement. This coverage may come from any source, but shall clearly cover the trainees and Navy faculty while participating under this agreement at the training institution. The training 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 to the trainees, then the training institution will notify the MTF in writing, at least 45 days before the effective date of the change, specifying the change intended to be made. The training institution must provide documentary proof of the insurance coverage and such documentary proof will be attached to this agreement.

i. The training institution further agrees not to seek indemnification from either the United States, the U.S. Navy, or the trainees for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while acting under the control of the training institution and its employees.

j. **(FOR NSHS, BETHESDA only)**. Furnish written grade reports every academic term for trainees in programs leading to a degree and annual written reports for trainees in residencies and fellowships evaluating the performance of the trainee. Reports shall be directed to the attention of the Commanding Officer, Naval School of Health Sciences (NSHS-07), Bethesda, MD 20889-5612.

4. U.S. Navy Responsibilities. In addition to other provisions of this agreement, the MTF specifically agrees to:

a. Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' program.

b. Have the faculty or staff member coordinate with the designated training institution official the assignment that will be assumed by the trainees and their attendance at selected meetings, courses, or clinical or non-clinical rotations conducted under the direction of the training institution, as applicable.

c. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with Federal statutes, regulations, or other law binding on the U.S. Navy.

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

e. Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their training experience that has not been approved for release, in writing, by the MTF and the training institution.

Note:

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.

The terms of this agreement will commence as of the date signed by both parties and will continue until completion of training or until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days before the termination date. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

(Date) (Signature, title, and address of official authorized to approve agreement for (USN MTF))

(Date) (Signature, title, and address of official authorized to approve agreement for (Training Institution))

SAMPLE MOU FOR TWO-WAY EXCHANGE OF TRAINEES
BETWEEN NAVY AND CIVILIAN INSTITUTIONS

MEMORANDUM OF UNDERSTANDING

1. Background

a. This agreement is entered into by and between (name and address of the Medical Department activity), hereinafter referred to as "MTF," and (name and address of the affiliating institution), hereinafter referred to as the "affiliating institution."

b. The MTF and the (trustees, administrators, etc.) of the affiliating institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train (names of trainees) in (name of program or clinical rotation) while using the facilities at the MTF and the affiliating institution over a period of (time-frame or training), from (date) to (date).

c. The MTF and the Department of the Navy will benefit by participating in a well diversified professional program which will enable its trainees to use the clinical facilities of the affiliating institution to receive their clinical experience.

d. The affiliating institution will benefit by participating in a well diversified professional program which will enable its trainees to use the clinical facilities at the MTF to receive their clinical experience.

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

a. As used in this agreement, employer-institution refers to the institution that pays the trainee's salary. Supervising-institution shall refer to that institution to which the trainee is assigned for training.

b. When trainees of either party are participating under this agreement at the clinical facilities of the supervising-institution, the trainees will be under the supervision of facility officials of the supervising-institution and will be subject to and be required to abide by, all of the supervising institution's rules and applicable regulations. It is understood that Navy trainees will be subject to and required to abide by all civilian facility rules and applicable regulations, except where compliance would be inconsistent with Federal statutes, regulations, or any other law binding on Navy members.

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c. There will be no compensation paid to trainees of either party to this agreement for participating in this program, other than what the compensation trainees receive from their employer-institution. The use of either party's facilities is for the training described in this agreement and no compensation will be paid for any incidental work benefits that accrue to either party. It is agreed and understood that the supervising-institution may generate bills for services rendered by the trainees. Proceeds from these bills will become the exclusive property of the supervising-institution and the employer-institution shall have no right or claim to such proceeds. Notwithstanding the above, the affiliating institution cannot bill Civilian Health and Medical Program of the Uniformed Services for the services rendered by Navy trainees.

d. The programs described in this agreement are not intended to displace employees or impair existing contracts for services.

e. The number and assignment of trainees will be mutually agreed upon between the MTF and the affiliating institution before the beginning of each training period. Each of the parties specifically reserves the right to refuse any trainee's acceptance into a program conducted at their respective facility or to bar any participant involved in a training program under this agreement when it is determined that further participation would not be in the best interest of either party.

f. Neither party will use the name of the other party's institution or trainees' or faculty members' names in publicity or advertising media without the express written consent of the institution. However, the existence and scope of the program may be made known to their trainees.

g. Neither the party of this agreement nor their trainees will publish any materials developed as the result of their clinical experience until such publication has been approved for release, in writing, by the MTF and the affiliating institution.

h. For all training programs under this agreement the supervising-institution specifically agrees to:

(1) Make available the clinical and related facilities needed for training under this agreement.

(2) Arrange schedules that will not conflict with other educational programs and the orderly operation of the institution.

(3) Designate an official to coordinate trainees' clinical learning experience. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their

attendance at selected conferences, clinics, courses, and programs conducted under the direction of the institution.

(4) Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.

(5) Permit on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the employer-institution's educational programs.

(6) Provide emergency medical and dental treatment to trainees while in the medical facility for training. The cost of such treatment will be assessed according to the rendering institution's applicable rules and regulations and will be paid for by the trainee or the respective employer-institution.

(7) Arrange the necessary access to the clinical facilities, including necessary parking or base permits and access to the administrative privileges typically enjoyed by the supervising-institution's trainees.

(8) The employer-institution agrees to provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including expense of defense of any such liability claims or actions, resulting from participation by their trainees or faculty under this agreement. The employer-institution's liability coverage may come from any source, but shall clearly cover their faculty and trainees while participating under this agreement. Navy trainees will usually be considered employees of the United States and will be protected by the Federal Tort Claims Act, title 28 U.S.C., sections 1346(b), 2671-2680.

(9) Each party agrees that if the supervising-institution intends to change such liability coverage during the tenure of this agreement in a way that will affect the protection provided the employer-institution, then the supervising-institution will notify the employer-institution in writing, at least 45 days before the effective date of the change, specifying the change intended to be made. Each party agrees not to seek indemnification from the other party or its trainees for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainee's professional duties while acting under the control of the supervising-institution and its employees.

i. While assigned to the affiliating institution and performing services pursuant to this agreement, Navy trainees remain employees of the United States performing duties within

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the course and scope of their Federal employment. Consequently, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680) including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the Navy trainees committed while acting within the scope of their duties performed pursuant to this agreement.

j. According to Navy instructions, each trainee from the affiliating institution is required to sign a trainee agreement addendum containing the provisions of the sample attached to this agreement.

k. In the event the employer-institution is sued by a plaintiff seeking to hold it vicariously liable for negligent acts of its trainee while performing duties at the supervising-institution, the employer-institution shall make all legal defenses including the terms of this agreement to defend the claim. However, neither the employer-institution nor the supervising-institution shall seek indemnification from any trainee. When the supervising-institution settles or pays any claims against it involving trainees of the other institution, the supervising-institution shall obtain as broad a release as possible from the plaintiff or claimant to provide the employer-institution protection from further claims. Each institution agrees to notify the other when a claim is received and to cooperate to the fullest extent possible with the other institution in preparing for and conducting the defense of any malpractice claim involving the trainees.

Note:

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.

The terms of this agreement will commence as of the date signed by both parties and will continue until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days before the termination date. It is understood that the Chief, Bureau of Medicine and Surgery will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the Navy's mission requirements.

(Date) (Signature and title of official authorized to approve agreement for affiliating institution)

(Date) (Signature and title of official authorized to approve agreement for USN MTF)

SAMPLE MOU FOR CIVILIAN TRAINEES
AT NAVAL MEDICAL DEPARTMENT ACTIVITIES

MEMORANDUM OF UNDERSTANDING

1. Background

a. This agreement is entered into by and between (name and address of Medical Department activity), hereinafter referred to as "MTF," and (name and address of the affiliating institution), hereafter referred to as "affiliating institution."

b. The (trustees, administrators, etc.) of the affiliating institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train (names of trainees) in (name of training program or clinical rotation) over a period of (timeframe or training), from (date) to (date).

c. It is in the best interest of the affiliating institution and its trainees to use the clinical facilities at the MTF to receive their clinical experience. The Department of the Navy and the MTF will benefit by completely utilizing program resources, by maintaining diplomatic relations with community medical institutions, and by affording its medical staff an opportunity to obtain teaching experience.

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

a. While training at the MTF, the affiliating institution trainees will be under the supervision of MTF officials for training purposes and will be subject to and required to abide by all MTF rules and applicable regulations.

b. There will be no training expense to the Navy for the trainees of the affiliating institution who participate in this program other than expenses incidental to their supervision. The use of Government-owned property by the trainees is primarily to further their training. Any work benefits that the MTF and the Navy receive are incidental to this training and trainees of affiliating institution will not be compensated.

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

d. The number and assignment of trainees will be mutually agreed upon between the MTF and the affiliating institution before the beginning of each training period. The MTF reserves the right to refuse acceptance of any participant in this

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training program or to bar any trainee when it is determined that further participation would not be in the best interest of the MTF.

e. The affiliating institution will not use MTF's name in any of their publicity or advertising media. However, the existence and the scope of the program may be made known to their trainees.

f. Each trainee of the affiliating institution will be required to sign the trainee agreement addendum attached to this agreement.

g. In addition to other provisions in this agreement, the MTF specifically agrees to:

(1) Make available the clinical and related facilities needed for training.

(2) Arrange schedules that will not conflict with other educational programs.

(3) Designate an official to coordinate the trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.

(4) Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees and their faculty or staff supervisors.

(5) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the affiliating institution's educational programs.

(6) Provide emergency medical and dental treatment to the trainees while at the MTF for training. The cost of such treatment will be paid for by the trainees or the affiliating institution.

(7) Allow faculty and trainees access to the hospital dining facilities at their own expense.

(8) Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.

(9) Arrange with the installation commander to allow faculty and trainees access to the military base or facility.

h. In addition to other provisions of this agreement, the affiliating institution specifically agrees to:

(1) Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' program.

(2) Have the faculty or staff member coordinate with the designated MTF official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the MTF.

(3) Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.

(4) Ensure compliance with all MTF rules and applicable instructions.

(5) Require all faculty and trainees who operate an automobile on the military base to maintain the minimum requirements of local and State law and U.S. Navy regulations on automobile liability insurance.

(6) Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

(7) Prohibit trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experiences that have not been approved for release, in writing, by the MTF and the affiliating institution.

(8) Provide professional liability (malpractice) coverage, in amounts that are reasonable and customary in the community for the appropriate specialty, covering liability for personal injury and property damage, including legal representation and expense of defense for any such liability claims, actions, or litigation resulting from participation by their trainees and faculty under this agreement. This coverage may come from any source, but shall clearly cover the faculty and trainees while participating under this agreement at the MTF. The source of this coverage shall be (identify the source) and the affiliating institution agrees that if it intends to change such liability coverage during the tenure of this agreement in a

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way that will affect the protection provided their trainees, then the affiliating institution will notify the Navy in writing, at least 45 days before the effective date of the change, specifying the change intended to be made. The affiliating institution must provide documentary proof of the insurance coverage to the MTF and such documentary proof will be attached to this agreement. The affiliating institution further states not to seek indemnification from either the United States or the U.S. Navy for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while training at the MTF.

Note:

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.

The terms of this agreement will commence as of the date signed by both parties and will continue until terminated by either party. Termination by either party will require that written notification be sent by registered mail 30 days before the termination date. It is understood that the Chief, Bureau of Medicine and Surgery, will have the right to terminate this affiliation agreement without notice at any time if determined necessary to be in the interests of the Navy's mission requirements.

(Date) (Signature and title of official authorized
to approve agreement for USN MTF)

(Date) (Signature and title of official authorized
to approve agreement for affiliating institution)

SAMPLE TRAINEE AGREEMENT ADDENDUM

In consideration of being allowed to use the facilities of the (USN MTF/DTF) per the Memorandum of Understanding (agreement) between (affiliating institution) and (USN MTF/DTF), I agree to abide by the rules and instructions listed in the agreement. I am aware of the rules concerning automobile liability insurance, and, if I drive my private automobile on base, I will register it with base authorities and maintain the required liability insurance. I specifically agree and understand that I will receive no monetary compensation whatsoever from the United States for this training.

(Date)

(Signature and typed name of trainee)