

**24 OCTOBER 2003**



**Health Services**

**TRAINING AFFILIATION AGREEMENT  
PROGRAM**

**COMPLIANCE WITH THIS PUBLICATION IS MANDATORY**

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OPR: HQ AFSG/SGCT  
(Major Marlene Kerchenski)  
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(Major General Barbara Brannon)  
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This instruction implements AFD 41-1. It provides the procedural requirements for establishing Medical Service training affiliation agreements (TAA). It does not apply to Air Force Institute of Technology (AFIT) training programs but does apply to Air Force Reserve and Air National Guard programs. It does not apply to ANG providers conducting medical lectures/briefings at civilian institutions. This instruction interfaces with Title 5, U.S.C., Sections 3109 and 3111; Title 28, U.S.C., Section 2679, and AFI 51-302, *Medical Law*. Send comments and suggested improvements on AF Form 847, **Recommendation for Change of Publication**, through channels to HQ USAF/SGHP, 170 Luke Avenue, Suite 400, Bolling AFB, DC 20332-5113.

**SUMMARY OF REVISIONS**

This change incorporates interim change (IC) 2003-1. The IC adds a clause in the Training Affiliation Agreement for the Health Insurance Portability and Accountability Act of 1996 (HIPPA). It also updates the review process and gives a new office symbol for the office of responsibility. Text throughout the publication has also been changed to replace bulleted material with numbered subparagraphs. The entire text of the IC is at the last attachment.

**1. Responsibilities.**

- 1.1. Headquarters United States Air Force Surgeon General (HQ USAF/SG) provides policy and oversight of the Medical Service Training Affiliation Agreement Program.
- 1.2. HQ USAF/SGHP, Health Personnel Policy and Programs Division, approves TAAs.
- 1.3. AFLSA/JACT is the legal advisor for changes to policy and procedures.
- 1.4. Medical Treatment Facility (MTF) prepares and submits TAAs for approval.

**2. General Criteria for Establishing TAAs.**

### 2.1. TAAs shall:

- 2.1.1. Be in the best interests of the Air Force.
- 2.1.2. Be written as a "Memorandum of Understanding" (MOU). See samples at [Attachment 2](#), [Attachment 3](#), and [Attachment 4](#). Affiliation agreements may vary between medical facilities and other institutions depending upon the nature of the particular type of affiliation.
- 2.1.3. Be with a civilian program accredited by a national accrediting agency recognized by the US Commissioner of Education, or HQ USAF/SG; or with another federal medical facility.
- 2.1.4. 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 HQ USAF/SG may terminate the agreement at any time.
- 2.1.5. Not require expenditure of Air Force funds other than incidental expenses related to an agreement. (Incidental expenses include, but are not limited to a military trainee's pay, entitlements, and use of government owned property. If expenditure of AF funds is required, then Title 10, U.S.C., Section 9301 and Federal Acquisition Regulation, DoD Supplement, Sections 237.7300-237.7304 provide authority and procedure for processing training services.)
- 2.1.6. Not result in displacing employees or impairing existing contracts for services.

## 3. Who is Involved.

### 3.1. TAAs may involve:

- 3.1.1. Air Force service members enrolled in an Air Force training program in an AF MTF and who participate in a civilian or military externship for a specified period of time.
- 3.1.2. AF Medical Service members who act as volunteers or faculty in a civilian institution. Affiliation agreements may also involve civilians not employed by the US who take part in a program within an Air Force facility.
- 3.1.3. Air Force and civilian trainees in exchange programs involved under a single MOU.
- 3.1.4. The USAF MTF, which retains the authority to refuse to accept trainees, or to modify assignments or schedules of any trainee as necessary for the orderly operation of the MTF as dictated by AF mission requirements.

## 4. Liability Requirements.

4.1. In the MOU the MTF must establish responsibility between the 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 Air Force. The MOU will include the following basic liability requirement:

- 4.1.1. Civilian trainees at USAF MTF (see [Attachment 2](#)). 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 Air Force facility. This protection may be provided by the institution, (contract or self-insurance), the faculty and trainees themselves, state statutes, hospital by-laws, or other sources. The protection must apply to the trainee and any liability producing act or omission by the trainee while at the Air Force 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. State the amount and the source of coverage in the MOU or addendum to the agreement. 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.

4.1.2. USAF Trainees at Civilian or Federal Institution (see [Attachment 3](#)). The civilian institution will establish and maintain professional liability or malpractice coverage through some form of insurance protection which covers the Air Force trainees while at the civilian institution. This protection may be provided by the institution, (contract or self insurance), state statutes, hospital by-laws, or other sources. The protection must apply to the Air Force trainee and any liability producing act or omission by the USAF 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. The amount and the source of coverage will be specifically stated in the MOU or addendum to the agreement. Documentary proof of the coverage must be attached. The approving authority (see paragraph 6.) will assess the adequacy of the coverage in light of tort liability experience for the type of training involved.

4.1.3. Two way exchanges of trainees between USAF MTF and civilian institutions (see [Attachment 4](#)). "Premises liability" may be used as an authorized option in a two-way affiliation where each facility receives trainees from the other. Each party is responsible for claims arising in their facility, regardless of the status of the trainees. For this limited purpose, trainees will be treated as "borrowed servants" of the host facility.

## 5. Types of Affiliation Arrangements Concerning Liability.

5.1. Civilian trainees at USAF MTF (see [Attachment 2](#)). The civilian institution provides complete liability coverage for its trainees placed in USAF facilities.

5.2. USAF Trainees at Civilian or Federal Institution (see [Attachment 3](#)). Air Force trainees are protected by Title 28, U.S.C., Section 2679 (Westfall Act) so long as they are in the scope of their federal employment. To ensure trainees are within the scope of their employment with the Air Force, they should participate in residency training in either a PCS or TDY status. Don't use permissive TDY orders or letters to indicate scope of employment. The civilian institution will provide liability coverage and legal representation for the Air Force trainees and indemnify the U.S. The civilian facility receives a significant benefit in the form of the military trainee's medical support, while the Air Force pays their salaries. Since the USAF trainees will be considered "borrowed servants" of the civilian institution, it is appropriate that the civilian institution provide the liability coverage for them and agree not to seek indemnification from the U.S.

5.3. Two-way exchanges of trainees between USAF MTF and civilian institutions (see [Attachment 4](#)). The USAF MTF and civilian institution shall use premises liability unless a waiver is obtained pursuant to Section 7, Requesting Waivers, of this instruction.

5.4. Air National Guard Medical and Aeromedical Evacuation Squadrons may use [Attachment 3](#) to establish affiliation hospital training programs at Veterans Administration facilities or civilian institutions.

## 6. Processing and Approval of TAAs.

### 6.1. When processing TAAs:

6.1.1. Ensure 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."

6.1.2. Ensure all MOUs include a description of the two facilities entering into agreement and complete address of each.

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

6.1.4. HIPAA Clause. Insert the following clause into all new or due to be revised Training Affiliation Agreements in which students are coming to an Air Force military treatment facility (MTF) for training.

*"The training institution agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. Trainees and faculty shall abide by the training institution's HIPAA policies. No protected healthcare information (PHI) is anticipated to be exchanged between MTF (name) and CIVILIAN INSTITUTION (name). It is understood that trainees and faculty are considered providers or members of the TRAINING INSTITUTION's workforce while performing duties pursuant to this Agreement, and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the PARTIES is necessary."*

6.1.5. Ensure the MTF commander, or designee, reviews the agreement and attaches an endorsement which specifies a facility point of contact (POC) and respective telephone number.

6.1.6. Ensure the area Medical Law Consultant (MLC) reviews the proposed agreement and specifically assesses the adequacy of insurance and indemnification provisions relevant for the particular training contemplated by the government. The MLC also reviews the appropriateness and sufficiency of any waiver requests.

6.1.7. If the MLC questions the appropriateness of any portion of the proposed TAA, or if there is a waiver request, the MLC forwards the agreement and supporting documents to AFLSA/JACT, 1501 Wilson Blvd Rm 835, Arlington VA 22209-2403 for review.

6.1.8. MTF forwards a copy of the TAA, with all attachments, endorsements and reviews, to HQ USAF/SGCT; 110 Luke Avenue Suite 400, Bolling AFB DC 20332-5113. Electronic forwarding is acceptable and highly recommended.

### 6.2. Approval and Review of TAAs. HQ USAF/SGCT approves TAAs under the direction of HQ USAF/SGC.

6.2.1. The MTF reviews the agreement for appropriateness and currency no less than once every three years. The MTF maintains the status of the review and does not need to notify HQ USAF/SGCT of the review unless the TAA is changed.

6.2.2. HQ USAF/SGHP approves TAAs.

6.2.3. HQ USAF/SG may terminate a TAA at any time when dictated by AF mission requirements.

6.2.4. Existing MOUs may include an addendum for additional training arrangements as long as the liability does not change. The MLC determines if the liability protection is sufficient.

6.2.5. The medical facility notifies HQ USAF/SGHP when agreements are no longer in effect.

## 7. Requesting Waivers.

7.1. Waiver Authority: HQ USAF/SGHP is the TAA waiver authority.

7.2. Obtaining Waivers: Submit requests to HQ USAF/SGHP when the proposed affiliation agreement substantially deviates from the general requirements in this instruction or AFPD 41-1.

7.2.1. Specify the specific deviation from the instruction and the reasons for deviation on all waiver requests. Waivers must be requested when there are any changes to the liability provisions in [Attachment 2](#), [Attachment 3](#), and [Attachment 4](#)

7.2.2. Provide justification of the waiver in terms of benefits versus risks to the AF in deviating from the instruction. Explain the impact on the MTF training program or its accreditation status if the proposed affiliation is not approved.

7.2.3. The MLC assesses the legal review of potential tort liability in light of proposed waivers sought by affiliating institutions for liability issues and related questions. For example, if a particular agreement involves no patient contact by trainees, it may be appropriate to seek waiver of malpractice insurance requirements.

GEORGE PEACH TAYLOR, JR., Lt General, USAF, MC  
Surgeon General

**Attachment 1****GLOSSARY OF REFERENCES, ABBREVIATIONS, AND ACRONYMS**

Title 5, United States Code, Sections 3109 and 3111

Title 28, United States Code, Section 2679

Title 10, United States Code, Section 9301

Federal Acquisition Regulation, DoD Supplement, Sections 237.7300-237.7304

AFPD 41-1, *Health Care Programs and Resources*

AFI 51-302, *Medical Law*

***Abbreviations and Acronyms***

**AF**—Air Force

**AFB**—Air Force Base

**AFI**—Air Force Instruction

**AFIT**—Air Force Institute of Technology

**AFLSA**—Air Force Legal Services Agency

**AFPD**—Air Force Policy Directive

**AFR**—Air Force Regulation

**DoD**—Department of Defense

**HQ USAF**—Headquarters United States Air Force

**MC**—Medical Corps

**MLC**—Military Law Consultant

**MOU**—Memorandum of Understanding

**MTF**—Medical Treatment Facility

**PCS**—Permanent Change of Station

**POC**—Point of Contact

**SG**—Surgeon General

**TAA**—Training Affiliation Agreements

**TDY**—Temporary Duty

**U.S.C.**—United States Code

**Attachment 2****SAMPLE MOU - CIVILIAN TRAINEES AT USAF MTF****MEMORANDUM OF UNDERSTANDING(FOR USE WHEN CIVILIAN TRAINEES ARE AT USAF MEDICAL TREATMENT FACILITY)**

## i. Background:

1. This agreement is entered into by and between (USAF medical treatment facility) hereafter "USAF MTF" and (name and address of affiliating institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies). The program curriculum requires special clinical training in preparation for (degree or certificate awarded).
3. The specific nature of this program is to train (no. of persons involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at the USAF MTF over a period of (time frame of training).
4. It is to the benefit of (name of affiliating institution) and its trainees to use the clinical facilities at the USAF MTF to receive their clinical experience.
5. USAF MTF and the Department of the Air Force will benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution). The USAF will use the trainees' clinical experience while contributing to the educational preparation of future (medical specialists/category).

## ii. Understanding: The parties acknowledge and agree to the following:

1. While training at the USAF MTF, the (name of affiliating institution) trainees will be under the supervision of USAF MTF officials for training purposes and will be subject to, and be required to abide by, all USAF MTF rules and applicable instructions.
2. There will be no training expense to the Air Force for trainees of the (name of affiliating institution) who participate in this program other than expenses incidental to their supervision. The use of government-owned property by the trainee is primarily to further their training. Any work benefits that the USAF MTF and Department of Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.
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 the USAF MTF and (name of affiliating institution) prior to the beginning of each training period. The USAF MTF reserves the right to refuse acceptance of any participant in this training program and or to bar any trainee when it is determined that further participation would not be in the best interest of the USAF MTF.
5. The (name of affiliating institution) will not use the USAF MTF's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
6. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement (see [Attachment 5](#)).

7. In addition to other provisions in this agreement, the USAF MTF 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 an official to coordinate the trainee's 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 USAF MTF.
  - (d) Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.
  - (e) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the (name of affiliation institution)'s education programs.
  - (f) Provide emergency medical and dental treatment to trainees while at the USAF MTF for training. The cost of such treatment will be paid for by the trainee or (name of affiliating institution).
  - (g) Allow faculty/trainees access to the hospital dining facilities at their own expense.
  - (h) Provide guidance and instruction as long as the instruction and presence of trainees do not interfere with official duties and training of military personnel.
  - (i) Arrange with the installation commander to allow faculty/trainees access to the base.
8. In addition to other provisions of this agreement, the (name of affiliating institution) specifically agrees to:
  - (a) Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experiences.
  - (b) Have the faculty or staff member coordinate with the designated USAF 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 USAF MTF.
  - (c) Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.
  - (d) Insure compliance with all USAF MTF rules and applicable instructions.
  - (e) Require all faculty/trainees who operate an automobile on (USAF base) to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.
  - (f) Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
  - (g) Prohibit the trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by the USAF MTF and the (name of affiliating institution).
  - (h) Provide liability insurance (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 their trainees or

faculty under this agreement at the USAF MTF. The source of this coverage shall be (identify the source), and (name of affiliating institution) agrees that if it intends to change such liability insurance coverage during the tenure of this agreement in a way that will affect the protection provided to their trainees, then (name of affiliating institution) will notify the Air Force in writing, at least 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 the USAF MTF and such documentary proof will be attached to this agreement. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, or the US Air Force for any settlement, verdict or judgement resulting from any claim or lawsuit arising out of the performance of the trainee's professional duties while training at the USAF MTF.

9. 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.
10. 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 thirty (30) days prior to the termination date. It is understood that the Surgeon General, HQ USAF, will have the right to terminate this affiliation agreement without such required notice at any time, if determined necessary to be in the interests of the Air Force mission requirements.

(Date) (Signature and Title of Official Authorized to Approve  
Agreement for USAF Medical Treatment Facility)

(Date) (Signature and Title of Official Authorized to  
Approve Agreement for Affiliating Institution)

**Attachment 3****SAMPLE MOU - USAF TRAINEES AT CIVILIAN OR FEDERAL INSTITUTION****MEMORANDUM OF UNDERSTANDING(FOR USE WHEN USAF TRAINEES ARE AT CIVILIAN OR FEDERAL INSTITUTION)**

## i. Background:

1. This agreement is entered into by and between (USAF medical treatment facility) hereafter "USAF MTF" and (name and address of affiliating institution).
2. The (trustees, administrators, etc.) of the (name of affiliating institution) have established an approved professional program that has been accredited by (accrediting agency/ies). The program curriculum requires special clinical training in preparation for (degree or certificate awarded).
3. The specific nature of this program is to train (no. of persons involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at (name of affiliating institution) over a period of (time frame of training).
4. It is in the best interest of the US Air Force for (category) trainees to use the clinical facilities of (name of affiliating institution) to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future (medical specialists/category) in the US Air Force. It is to the benefit of (name of affiliating institution) to receive and use the trainee's clinical experience and performance.

## ii. Understanding: The parties acknowledge and agree to the following:

- i. While training at (name of affiliating institution), the Air Force trainees will be under the supervision of facility officials for training purposes and will be subject to, and be required to abide by, all facility rules and applicable regulations.
- ii. It is understood and agreed that there will be no training expense incurred by the Air Force as a result of this agreement.
- iii. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.
- iv. The number and assignment of trainees will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to beginning of each training period. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force trainee and or bar any trainee when it is determined that further participation would not be in the best interest of the (name of affiliating institution).
- v. The (name of affiliating institution) will not use USAF MTF's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.
- vi. 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) Arrange schedules that will not conflict with other education programs.

- (c) Designate an official to coordinate the trainee's 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 (name of affiliating institution).
  - (d) Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.
  - (e) Grant Air Force trainees administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
  - (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 USAF MTF's education programs.
  - (g) Provide emergency medical and dental treatment to trainees while at the (name of affiliating institution) for training. The reasonable cost of such treatment will be paid for by the United States Air Force.
  - (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 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 trainees or faculty under this agreement. This coverage may come from any source, but shall clearly cover the Air Force faculty and trainees while participating under this agreement at (name of affiliating institution) facilities. 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 trainees, 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 changed intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the USAF MTF and such documentary proof will be attached to this agreement. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the US Air Force, or the Air Force trainee for any settlement, verdict or judgement resulting from any claim or lawsuit arising out of the performance of the Air Force trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees.
- vii. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:
- (a) Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experience.
  - (b) Have the faculty or staff member coordinate with the designated (name of affiliating institution) 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 (name of affiliating institution).
  - (c) Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.
  - (d) Insure compliance with all (name of affiliating institution)'s rules and applicable instructions.

- (e) Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
  - (f) Prohibit the trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).
- viii. It is understood and agreed that (name of affiliating institution) will generate professional bills for services rendered by Air Force trainees. Proceeds from these professional bills will become the exclusive property of the (name of affiliating institution), and the US Air Force shall have no right or claim to such proceeds.
- ix. While assigned to the (name of affiliating institution) and performing services pursuant to this agreement, the Air Force trainees remain employees of the United States 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 the Air Force trainees while acting within the scope of their duties pursuant to this agreement.
  - x. 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.
  - xi. 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 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.

(Date) (Signature and Title of Official Authorized to Approve  
Agreement for USAF Medical Treatment Facility)

(Date) (Signature and Title of Official Authorized to  
Approve Agreement for Affiliating Institution)

**Attachment 4****SAMPLE MOU - TWO-WAY EXCHANGES OF TRAINEES BETWEEN USAF MTF AND CIVILIAN INSTITUTIONS****MEMORANDUM OF UNDERSTANDING(INVOLVING TWO-WAY EXCHANGES OF TRAINEES BETWEEN USAFMEDICAL TREATMENT FACILITIES AND CIVILIAN INSTITUTIONS)**

## i. Background:

1. This agreement is entered into by and between (USAF medical treatment facility) hereafter "USAF MTF" and (name and address of affiliating institution).
2. USAF MTF and the (trustees, administrators, etc.) of the (name of affiliating institution) have established approved professional programs that have been accredited by (accrediting agency/ies). The program curriculum requires special clinical training in preparation for (degree or certificate awarded).
3. The specific nature of this program is to train (no. of persons involved) in (brief overview of functions to be accomplished ) while utilizing the facilities at the USAF MTF and (name of affiliating institution).
4. It is to the benefit of (name of affiliating institution) for its trainees to use the clinical facilities at the USAF MTF to receive their clinical experience.
5. It is to the benefit of the USAF MTF and the Department of the Air Force for its trainees to use the clinical facilities of (name of affiliating institution) to receive their clinical experience. (Name of affiliating institution) will benefit from the use of the Air Force trainee's clinical experience and performance.

## ii. Understanding: The parties acknowledge and agree to the following:

- i. 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.
- ii. When the 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 the 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 regulations.
- iii. There will be no compensation paid to the trainees of either party to this agreement for their participation in this program other than the compensation the trainee receives from its employer-institution. The use of either party's facilities is for the purpose of 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 professional bills for services rendered by trainees. Proceeds from these professional bills will become the exclusive property of the supervising-institution, and the employer-institution shall have no right or claim to such proceeds.
- iv. The program(s) described in this agreement is/are not intended to displace existing employees or impair existing contracts for services.

- v. The number and assignment of trainees will be mutually agreed upon between the USAF MTF and (name of affiliating institution) prior to 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 and/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.
- vi. Neither party will use the name of the other party's institution in publicity or advertising media without the express written consent of such institution. However, the existence and scope of the programs under this agreement may be made known to their trainees.
- vii. Neither 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 USAF MTF and (name of affiliating institution).
- viii. For all training programs under this agreement the supervising-institution specifically agrees to:
  - (a) Make available the clinical and related facilities needed for training under this agreement.
  - (b) Arrange schedules that will not conflict with other education programs and orderly operation of the institution.
  - (c) Designate an official to coordinate the trainee's 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.
  - (d) Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.
  - (e) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the institution's education programs.
  - (f) Provide emergency medical and dental treatment to trainees while in the medical facility for training. The cost of such treatment will be assessed in accordance with the rendering institution's applicable rules and regulations, and will be paid for by the trainee or the respective institution.
  - (g) Arrange the necessary access to the clinical facilities, including necessary parking or base permits, and access to the administrative privileges typically enjoyed by the institution's professional staff.
  - (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 or property damage, including expense of defense of any such liability claims or actions, resulting from participation by employer-institution's trainees or faculty under this agreement. For purposes of liability, the trainees from (name of affiliating institution) being trained in Air Force facilities will be considered employees of the United States for purposes of the Federal Tort Claims Act, 28 U.S.C. Sections 1346(b), 2671-2680. The (name of affiliating institution)'s liability coverage may come from any source, but shall clearly cover the Air Force faculty and trainees while participating under this agreement. The source of this coverage by (name of affiliating institution) shall be (identify the source). Each party agrees that if the supervising-institution intends to change such liabil-

ity 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 forty-five (45) days prior to 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 training institution and its employees.

- ix. While assigned to the (name of affiliating institution) and performing services pursuant to this agreement, the Air Force trainees remain employees of the United States 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. Sections 1346(b), 2671-2680) including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the Air Force trainee committed while acting within the scope of his or her duties performed pursuant to this agreement.
- x. In accordance with Air Force instructions, each trainee from (name of affiliating institution) is required to sign a Trainee Agreement Addendum (see **Attachment 5**) containing the provisions of the sample attached to this agreement.
- xi. 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 the trainee or the other institution, the supervising-institution shall obtain as broad a release as possible from the plaintiff or claimant in order 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 trainees.
- xii. It is expressly agreed that this written 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 both parties.
- xiii. 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 thirty (30) days prior to the termination date. It is understood and agreed that the Surgeon General, HQ USAF, shall have the right to terminate this affiliation agreement without such required notice at any time, if determined necessary to be in the interest of the Air Force mission requirements.

(Date) (Signature and Title of Official Authorized to Approve  
Agreement for USAF Medical Treatment Facility)

(Date) (Signature and Title of Official Authorized to  
Approve Agreement for Affiliating Institution)

**Attachment 5****SAMPLE TRAINEE AGREEMENT ADDENDUM**

(Air Force facility); I agree to abide by the rules and instructions listed in the agreement. I am TRAINEE  
AGREEMENT ADDENDUM

In consideration of being allowed to use the facilities of the (Air Force MTF) in accordance with Memorandum of Understanding (agreement) between (affiliating institution) and 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.(Trainee Signature) (Date)

**Attachment 6****IC 2003-1 TO AFI 41-108, TRAINING AFFILIATION AGREEMENT PROGRAM**

24 OCTOBER 2003

**SUMMARY OF REVISIONS**

This change incorporates interim change (IC) 2003-1. The IC adds a clause in the Training Affiliation Agreement for the Health Insurance Portability and Accountability Act of 1996 (HIPAA). It also updates the review process and gives a new office symbol for the office of responsibility.

OPR: HQ AFSG/SGCT (Major Marlene Kerchenski)

Supersedes: AFI 41-108, 25 July 1994

Certified by: HQ AFSG/SGC (Major General Barbara Brannon)

6.1.4. HIPAA Clause. Insert the following clause into all new or due to be revised Training Affiliation Agreements in which students are coming to an Air Force military treatment facility (MTF) for training.

*"The training institution agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. Trainees and faculty shall abide by the training institution's HIPAA policies. No protected healthcare information (PHI) is anticipated to be exchanged between MTF (name) and CIVILIAN INSTITUTION (name). It is understood that trainees and faculty are considered providers or members of the TRAINING INSTITUTION's workforce while performing duties pursuant to this Agreement, and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the PARTIES is necessary."*

6.1.8. MTF forwards a copy of the TAA, with all attachments, endorsements and reviews, to HQ USAF/SGCT; 110 Luke Avenue Suite 400, Bolling AFB DC 20332-5113. Electronic forwarding is acceptable and highly recommended.

6.2. Approval and Review of TAAs. HQ USAF/SGCT approves TAAs under the direction of HQ USAF/SGC.

6.2.1. The MTF reviews the agreement for appropriateness and currency no less than once every three years. The MTF maintains the status of the review and does not need to notify HQ USAF/SGCT of the review unless the TAA is changed.