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Health Services

TRAINING AFFILIATION AGREEMENTS



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This instruction implements AFPD 41-1, *Health Care Programs and Resources*, and describes the procedures for establishing training affiliation agreements between Air Force Reserve Command (AFRC) medical units and civilian medical and educational institutions. Address any concerns directly to HQ AFRC/SGSL.

SUMMARY OF REVISIONS

This revision changes paragraph 5.1 from "Wing level approves..." to read "Wing/Group level SG approves..."; adds a sentence to the end of paragraph 6.2.1; adds paragraph 6.2.4; renumbers attachment 1; and adds attachment 2, Sample Memorandum of Understanding (MOU)--Veterans Administration. A | indicates revision from previous edition.

1. Background Information. USAF medical facilities may not be conveniently available to medical units of the Air Force Reserve or such facilities may be unable to provide the range of clinical opportunities necessary to ensure the adequate training of medical reserve members. Under these circumstances, it is advantageous to the AFRC and civilian medical and educational institutions to share information and clinical expertise. Benefits include increased individual proficiency and improved quality medical care in both the AFRC and the civilian community. These exchanges reflect favorably on military medicine and encourage civilian health care professionals to explore a career in the AFRC medical service.

2. Basic Requirements for Training Affiliation Agreements. AFRC medical units may affiliate with civilian training or educational institutions if the agreement meets the following requirements:

- 2.1. Agreement is in the best interest of the Air Force Reserve.

- 2.2. Objectives of agreement are compatible with AFRC medical unit objectives.
- 2.3. Results in no obligation or spending of government funds.
- 2.4. Either party may suspend or terminate the agreement at any time by complying with the notice requirements at attachment 1.

3. Personnel Training Under Training Affiliation Agreements. Training affiliation agreements include AFRC medical units whose members receive training at a civilian medical or educational institution. AFRC medical members assigned to a Reserve medical unit are in a duty status when training in a civilian institution.

- 3.1. AFRC trainees at civilian or federal institutions are protected by Title 28, U.S.C., Section 2679 (Westfall Act) so long as they are in the scope of their federal employment. The civilian institution will provide liability coverage and legal representation for the AFRC 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 Reserve pays their salaries. Since the 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.
- 3.2. Each agreement involving AFRC members engaged in training at a civilian institution is reduced to a written training affiliation agreement.
- 3.3. Reserve Medical Corps officers may attend unit training assemblies (UTA) in civilian institutions only to provide lectures and instruction to Reserve members training under a training affiliation agreement.
- 3.4. No reservist assigned for training to a civilian institution by a training affiliation agreement receives or accepts any compensation from the civilian institution for any duties performed while in a reserve training status.
- 3.5. All agreements serve the best interests of the AFRC, require minimum expenditures of local resources, and in no way detract from the specified medical mission of the AFRC medical unit named in the agreement.

4. Guidelines for Training Affiliation Agreements. Although agreements between AFRC medical units and civilian institutions may vary depending on the nature of the particular type of affiliation, reduce all agreements to a written training affiliation agreement. Use the following criteria as a guide for preparing agreements between AFRC medical units and civilian institutions:

- 4.1. Include a statement in each agreement describing the AFRC medical unit, civilian institution entering into the agreement, and their locations. The statement justifies how the agreement fills a need for the AFRC. Explain the specific nature of the program, including the number of reservists involved, work areas to be used, time specifications, and an overview of the training.
- 4.2. State the responsibilities of the civilian institution in separate paragraphs. Responsibilities vary with different types of agreements, but generally the civilian institution:
 - 4.2.1. Makes its clinical and related facilities available to provide clinical experience.
 - 4.2.2. Provides classrooms, storage space, dressing, and locker room space.
 - 4.2.3. Designates a member of civilian institution's staff to coordinate the trainee's assignment.

- 4.2.4. Provides emergency treatment to individuals who are in training at the civilian medical facility.
 - 4.2.5. Permits, on reasonable request, the inspection of clinical and related facilities by the reserve unit medical commander or designated representative.
 - 4.2.6. Addresses other provisions as required.
- 4.3. State the responsibilities of the reserve unit in separate paragraphs. The responsibilities vary, but usually the reserve unit:
- 4.3.1. Provides the civilian institution with the number of trainees who will train in the institution, dates and hours assigned, and clinical services assigned at the start of each training period.
 - 4.3.2. Conducts health examinations and such other medical examinations and protective measures the reserve medical unit commander and civilian institution mutually find necessary.
 - 4.3.3. Fulfills other special provisions unique to the proposed affiliation as required.
- 4.4. Clearly state any special restrictive provisions. These vary with different agreements, but generally include statements that:
- 4.4.1. The program does not result in, and is not meant to cause, the replacement of employees, nor impair existing contracts for services.
 - 4.4.2. The civilian institution reserves the right to refuse acceptance of any reservists designated by the AFRC unit and needs not state nor explain its reasons for doing so.
 - 4.4.3. The number and assignment of reservists between the various divisions of the civilian institution are agreed upon between the institution and the reserve unit at the beginning of each training period. The civilian institution may make any changes it deems necessary to accomplish its mission.
 - 4.4.4. The civilian institution does not use the name of the AFRC unit in any of its publicity or advertising media.
 - 4.4.5. Embodies the entire agreement of the parties regarding this training affiliation agreement and that no other agreements exist between the parties. NOTE: Other restrictions specific to the proposed agreement are added as required.
- 4.5. Recommend the format at attachment 1, paragraph 1, for termination of the agreement.

5. Review, Approval, and Termination of Training Affiliation Agreements:

- 5.1. Wing/group level SG approves, following local JA coordination, routine training affiliation agreements that do not differ from the model format in AFRCI 41-101. Agreements that differ from the model should be processed under paragraph 6, "Requesting Waivers."
- 5.2. In all cases, notify HQ AFRC/SG of agreements terminated within 10 workdays of the termination.
- 5.3. Renewal procedures include a formal review of the training affiliation agreement by concerned parties 60 days prior to the termination date. If parties agree with the existing agreement, then it remains in full force and is effective for 2 years from the date of the review. Concerned parties maintain correspondence supporting the review with the training affiliation agreement.

6. Requesting Waivers:

6.1. HQ AFRC/SG is the training affiliation agreements waiver authority.

6.2. Submit request to HQ AFRC/SGSL when the proposed affiliation agreement deviates from the general requirements in this instruction.

6.2.1. Specify the specific deviation from the instruction and the reasons for all waiver requests. Waivers must be requested when there are any changes to the liability provisions in attachment 1.

6.2.2. Provide justification of the waiver in terms of benefits versus risks to the AFRC in deviating from the instruction. Explain the impact on the AFRC medical unit training program.

6.2.3. HQ AFRC/JA assesses the legal review of potential tort liability in light of proposed waivers sought by affiliating institutions for liability issues and related questions.

6.2.4. (Added) Units requesting to train in a Veterans Administration institution using attachment 2 without any deviation from the Memorandum of Understanding format do not require a waiver and the agreement can be approved at wing level. Forward an info copy to HQ AFRC/SGSL.

6.3. Unit maintains approved training affiliation agreement and supporting documentation according to AFMAN 37-139, *Records Disposition-Standards*.

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Attachment 1

SAMPLE MEMORANDUM OF UNDERSTANDING (MOU)--CIVILIAN (FOR USE WHEN AIR FORCE RESERVE COMMAND TRAINEES ARE AT A CIVILIAN INSTITUTION)

A1.1. Background:

A1.1.1. This agreement is entered into by and between (identify AFRC unit), hereafter "AFRC Medical Unit" and the (name and address of affiliating institution).

A1.1.2. The specific nature of this affiliation agreement 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 (timeframe of training).

A1.1.3. It is in the best interest of the Air Force Reserve Command 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 Air Force Reserve Command. It is to the benefit of (name of affiliating institution) to receive and use the trainee's clinical experience and performance.

A1.2. Understanding: The parties acknowledge and agree to the following:

A1.2.1. While training at (name of affiliating institution), the Air Force Reserve Command 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.

A1.2.2. It is understood and agreed that there will be no training expense incurred by the Air Force Reserve Command as a result of this agreement.

A1.2.3. This program will not result in nor is it meant to displace employees or impair existing contracts for services.

A1.2.4. The number and assignment of trainees will be mutually agreed upon between the AFRC medical unit 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 AFRC 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).

A1.2.5. The (name of affiliating institution) will not use AFRC medical unit's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.

A1.2.6. The terms of this agreement shall start as of date (signed by both parties) and shall continue and remains in effect for 2 years or until terminated by either party.

A1.2.7. In addition to other provisions in this agreement, (name of affiliating institution) specifically agrees to:

A1.2.7.1. Make available the clinical and related facilities needed for training.

A1.2.7.2. Arrange schedules that will not conflict with other education programs.

A1.2.7.3. 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).

A1.2.7.4. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.

A1.2.7.5. Grant AFRC trainees administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.

A1.2.7.6. 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.

A1.2.7.7. 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 AFRC trainees or faculty under this agreement. This coverage may come from any source, but shall clearly cover the AFRC 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 Reserve Command trainees, then (name of affiliating institution) will notify the AFRC medical unit in writing, at least forty-five (45) days prior to the effective date of the change, specifying the changes intended to be made. The (name of affiliating institution) must provide documentary proof of the insurance coverage to the AFRC medical unit 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, the Air Force Reserve Command, or the AFRC trainee for any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the AFRC trainee's professional duties while acting under the control of the (name of affiliating institution) and its employees.

A1.3. In addition to other provisions of this agreement, the AFRC medical unit specifically agrees to:

A1.3.1. Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experience.

A1.3.2. 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).

A1.3.3. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.

A1.3.4. Ensure compliance with all (name of affiliating institution)'s rules and applicable instructions.

Attachment 2

SAMPLE MEMORANDUM OF UNDERSTANDING (MOU)--VETERANS ADMINISTRATION (FOR USE WHEN AIR FORCE RESERVE COMMAND TRAINEES ARE AT A VETERANS ADMINISTRATION INSTITUTION)

A2.1. Background:

A2.1.1. This agreement is entered into by and between (identify AFRC unit), hereafter "AFRC Medical Unit" and the (identify VA hospital), hereafter the "Hospital".

A2.1.2. The specific nature of this affiliation agreement is to train (no. of persons involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at Hospital over a period of (timeframe of training).

A2.1.3. It is in the best interest of the Air Force Reserve Command for (category) trainees to use the clinical facilities of Hospital to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future (medical specialists/ category) in the Air Force Reserve Command. It is to the benefit of Hospital to receive and use the trainee's clinical experience and performance.

A2.2. Understanding: The parties acknowledge and agree to the following:

A2.2.1. While training at Hospital, the AFRC 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.

A2.2.2. It is understood and agreed that there will be no training expense incurred by the AFRC as a result of this agreement.

A2.2.3. This program will not result in, nor is it meant to displace employees or impair existing contracts for services.

A2.2.4. The number and assignment of trainees will be mutually agreed upon between the AFRC medical unit and Hospital prior to beginning of each training period. The Hospital reserves the right to refuse acceptance of any AFRC trainee and/or bar any trainee when it is determined that further participation would not be in the best interest of the Hospital.

A2.2.5. The Hospital will not use AFRC medical unit's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.

A2.2.6. The terms of this agreement shall start as of date (signed by both parties) and shall continue and remain in effect for 2 years or until terminated by either party.

A2.2.7. In addition to other provisions in this agreement, Hospital specifically agrees to:

A2.2.7.1. Make available the clinical and related facilities needed for training.

A2.2.7.2. Arrange schedules that will not conflict with other education programs.

A2.2.7.3. 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 Hospital.

A2.2.7.4. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.

A2.2.7.5. Grant AFRC trainees administrative privileges typically enjoyed by the Hospital's professional staff.

A2.2.7.6. Provide emergency medical and dental treatment to trainees while at the Hospital for training. The reasonable cost of such treatment will be paid for by the AFRC.

A2.3. In addition to other provisions of this agreement, the AFRC medical unit specifically agrees to:

A2.3.1. Provide faculty or staff members who will be responsible for instruction and supervision of the trainees' clinical learning experience.

A2.3.2. 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 Hospital.

A2.3.3. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.

A2.3.4. Insure compliance with all Hospital's rules and applicable instructions.

A2.3.5. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

A2.3.6. 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 AFRC medical unit and the Hospital.

A2.4. It is understood and agreed that Hospital may generate professional bills for services rendered by AFRC trainees. Proceeds from these professional bills will become the exclusive property of the Hospital, and the Air Force Reserve Command shall have no right or claim to such proceeds.

A2.5. While assigned to the Hospital and performing services pursuant to this agreement, the AFRC 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 AFRC trainees while acting within the scope of their duties pursuant to this agreement.

A2.6. It is agreed that all claims arising out of the activities under this agreement, including those alleging negligent acts or omissions by AFRC trainees, shall be processed by the Hospital. Processing of the claim shall include final settlement. The AFRC agrees to cooperate in providing information, documentation, and access to any witness under its control in assistance of evaluating and resolving said claim.

A2.7. 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.

