



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
WOMACK ARMY MEDICAL CENTER
FORT BRAGG, North Carolina 28310

Agreement Number MCXC 08-05

MEMORANDUM OF AGREEMENT
BETWEEN
WOMACK ARMY MEDICAL CENTER
AND
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of Fayetteville Technical Community College, Fayetteville, NC trainees by Womack Army Medical Center.

1. Purpose. To define the acceptance, appointment, and clinical assignment of trainees from the Fayetteville Technical Community College, Fayetteville, NC, *hereafter called the educational institution*, by Womack Army Medical Center, Ft. Bragg N.C., *hereafter called the Army medical facility*.

2. Reference.

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

b. Reference: DoD Regulation 6025-18, DoD Health Information Privacy Regulation, 24 January 2003.

3. Privacy of Protected Health Information (PHI). The Army medical facility agrees to provide training on its Health Insurance Portability and Accountability (HIPAA) policies and procedures to those who will be working in the facility. The educational institution's trainees and faculty shall abide by the Army medical facility's HIPAA policies. Protected Healthcare Information (PHI) is not anticipated to be exchanged between the Army medical facility and the educational institution. It is understood that the trainees and faculty are considered members of the Army medical facility's workforce while receiving clinical training pursuant to this agreement, and so do not meet the definition of Business Associates under HIPAA. Therefore, no Business Associate Agreement between the Army medical facility and educational institution is necessary.

4. Problem.

a. Fayetteville Technical Community College, Fayetteville, NC, which is accredited by the Southern Association of Colleges and Schools, conducts a program of training for Physical Therapist Assistants. The program is accredited by the American Physical Therapy Association and leads to an Associate of Applied Science degree. The program curriculum requires that the trainees obtain clinical learning experience.

b. The Womack Army Medical Center, Ft. Bragg N.C., conducts certain clinical activities in which trainees in the educational program, if allowed to participate, can obtain all or part of their required clinical learning experience.

c. An affiliation under this memorandum will benefit both parties by contributing to the educational preparation of a future supply of health care personnel.

d. Trainees will be student volunteers under section 3111 of title 5, United States Code (5 USC 3111). They will not be Federal employees, but will be covered by 5 USC 8101-8151, relating to compensation for certain injuries, and by 28 USC 2671-2680 and 10 USC 1089, relating to tort claims.

e. Selection for this training will be made without regard to race, sex, color, religion, creed, national origin, lawful political or other affiliation, marital status, age (other than legal minimum age limitations), or physical handicap. Handicapped persons will not be provided benefits, service, or training that is different or separate from what is provided to others unless such action is required to provide equity. A qualified handicapped person will not otherwise be limited in the enjoyment of any right, privilege, advantage, or opportunity granted to others receiving the training and benefits of this agreement.

5. Scope. This agreement applies to not more than ten (10) trainees annually and will not detract from the Army Medical Department's medical and training mission.

6. Understanding.

a. This agreement applies to not more than ten (10) of the category of trainees described in paragraph 4a.

b. Affiliation under this agreement must not detract from the medical mission of the Army medical facility, or the education and training needs of Army Medical Department personnel.

c. There will be no payment of charges or fees between the parties to this agreement, and no payment of compensation by the United States to the trainees.

d. Insofar as the commander of the Army medical facility finds it consistent with his or her command's basic mission, the Army medical facility will —

(1) Screen prospective trainees to ascertain their qualifications and suitability and arrange for their appointment as student volunteers.

(2) Coordinate with the educational institution to prevent conflict of schedules and activities during the clinical learning experience, and designate an appropriate point of contact for this purpose. This coordination involves —

(a) Planning with representatives of the educational institution.

(b) Orienting trainees and assigning them to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted by the Army medical facility.

(3) Retain responsibility for patient care in the facility and will exercise supervision over trainees consistent with the facility's quality assurance program.

(4) Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with accreditation of the educational institution program.

(5) Notify the school of any intent to release a student.

(a) The educational institution will —

(1) At least 30 days before the beginning of each training period, provide the names of the trainees eligible to be appointed, the dates and hours for which training is requested, and the clinical activities in which training is requested.

(2) Permit trainees to accept Federal appointment as student volunteers for the purpose of participating in clinical learning experiences, and provide such personal information on trainees as is necessary. Verify that they meet minimum age requirements (18 years) and, on request, certify that they are enrolled at least half-time in the educational institution's program. Ensure that trainees are available for completion of the appointment process before the training period begins.

(3) Notify the Army medical facility of a change in the enrollment status of any trainee.

(4) Designate an appropriate point of contact to coordinate trainee activities under this agreement.

(5) Provide and maintain the personnel records and reports necessary to document the trainee's clinical learning experience for the purpose of academic credit.

(6) Be responsible for such health and other medical examinations and protective measures as the commander of the Army medical facility deems necessary.

(7) Assist in the enforcement of such rules and regulations governing trainees as may be issued by the commander of the Army medical facility and its host installation.

(8) Assist in enforcing the prohibition against the publication by trainees of any material related to the clinical learning experience that has not been reviewed and cleared by the Army medical facility to assure that —

- (a) No classified information is published.
- (b) Infringement of patients' rights to privacy is avoided.
- (c) Military procedures are completely accurate.

(9) Withdraw a trainee from participation in the clinical learning experience on written notice from the commander of the Army medical facility when it is determined that further participation by the trainee is not desirable.

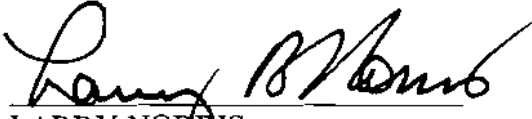
7. Effective period. The terms of this agreement —

a. Will be effective on 7 JAN 05, subject to approval by the Commander, Womack Army Medical Center, and will continue in effect until terminated.

b. May be amended by the parties without referral to the approving authority only to incorporate changes required by Army Regulation 351-3.

8. Termination. Either party may terminate the arrangements under this agreement by giving 30 days advance written notice of the effective date of termination. Except under unusual conditions, the notice will be given before the beginning of a training period. It is understood that the approving authority may terminate these arrangements at any time to meet the mission needs of the Army Medical Department.

FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE



LARRY NORRIS
PRESIDENT

WOMACK ARMY MEDICAL CENTER



RONALD A. MAUL
COL, MC
Commanding

1/9/04
(Date)

7 Jan 05
(Date)

(Date)