



REPLY TO
ATTENTION OF

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

Agreement Number MCXC-06-03

**MEMORANDUM OF AGREEMENT
BETWEEN
WOMACK ARMY MEDICAL CENTER
AND
THE FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
SCHOOL OF NURSING**

SUBJECT: Affiliation Agreement for the Acceptance, Appointment, and Clinical Assignment of the Trainees by Womack Army Medical Center.

1. Purpose. To define the acceptance, appointment, and clinical assignment of trainees from the Fayetteville Technical Community College School of Nursing by Womack Army Medical Center.

2. Reference. AR 351-3, Professional Training Programs of the Army Medical Department.

3. Problem.

a. The Fayetteville Technical Community College, Fayetteville, North Carolina hereinafter called educational institution, which is accredited by the North Carolina Board of Nursing, conducts a program of training for Practical Nursing. The program is accredited by the North Carolina Board of Nursing, and leads to a Diploma in Practical Nursing. The program curriculum requires that the trainee obtain clinical learning experience.

b. The Womack Army Medical Center, Fort Bragg, North Carolina 28310 hereinafter called the Army medical facility, 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 providers.

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.

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

5. Understanding.

a. This agreement applies to not more than ten (10) of the category of trainees described in paragraph 3a.

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.

e. The educational institution will--

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

(2) Permit trainee to accept Federal appointment as student volunteers for the purpose of participating in clinical learning experiences, and provide such personal information on trainee 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 trainee is 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' right 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 that further participation by the trainee is not desirable.

6. Privacy of Protected Health Information (PHI). Terms used in this section shall have the same meaning as those terms in 45 CFR 160 and/or DOD Regulation 6025-18, DOD Health Information Privacy Regulation.

a. Obligations and Activities of Business Associate. The Business Associate:

1. Will not use or disclose PHI other than as permitted or required by agreement or law.

2. Will use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Civilian Affiliation Agreement.

3. Will report to the sponsoring AMEDD organization (Covered Entity) any use or disclosure of the PHI not provided for by this agreement.

4. Will mitigate, as practicable, any harmful effect known to the Business Associate of use or disclosure of PHI by the Business Associate in violation of the requirement of this agreement.

b. Except as otherwise limited in this agreement, the Business Associate:

1. May use or disclose Protected Health Information to perform functions or services for, or on behalf of, Covered Entity as specified in this agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.

2. May use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business associate.

3. May disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Obligations of Covered Entity. The Covered Entity:

1. Upon request shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces, as well as any changes to such notice.

2. Shall provide the Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

3. Shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to IAW 45 CFR 164.522.

7. Effective period.

The terms of this agreement --

a. Will be effective on 14 June 2004 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.

Signature Blocks

FAYETTEVILLE TECHNICAL
COMMUNITY COLLEGE

BY: Larry Norris
LARRY NORRIS

TITLE: President

DATE: 1/9/04

BY: Alisa E Debnam 1/22/04
ALISA DEBNAM

WOMACK ARMY MEDICAL CENTER

BY: David L. Maness
DAVID L. MANESS

TITLE: Colonel, Medical Corps
Commanding

DATE: 14 June 04

TITLE: Dean of Health Programs

DATE: 1/22/04