

**BY ORDER OF THE  
SECRETARY OF THE AIR FORCE**

**AIR FORCE MANUAL 41-108**

**21 AUGUST 2019**



**Health Services**

**TRAINING AFFILIATION  
AGREEMENT PROGRAM**

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OPR: AF/SG1/8N

Certified by: AF/SG1/8  
(Brigadier General Susan J. Pietrykowski)

Supersedes: AFI 41-108, 22 September 2014

Pages: 46

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This manual implements Air Force Policy Directive (AFPD) 44-1, *Medical Operations*. It describes the procedures for establishing Air Force Medical Service training affiliation agreements (TAA). It applies to all Air Force units and uniformed members and employees in the Regular Air Force, Air Force Reserves, and Air National Guard with one exception: it does not apply to the Air Force Institute of Technology (AFIT). This instruction interfaces with Title 28, U.S.C., Section 2679, and Air Force Instruction (AFI) 51-302, *Medical Law*. The authorities to waive wing/unit level requirements in this publication are identified with a Tier (“T-0, T-1, T-2, T-3”) number following the compliance statement. This manual requires the collection and/or maintenance of information protected by Title 5 United States Code Section 552a, Privacy Act of 1974, authorized by 10 U.S.C. 55, Medical and Dental Care, and E.O. 9397 (SSN). The applicable SORNs F044 AF SG D, Automated Medical/Dental Record System (August 29, 2003, 68 FR 51998) and F044 AF SG K, Medical Professional Staffing Records are available at <http://dpclo.defense.gov/Privacy/SORNs.aspx>. See AFI 33-360, *Publications and Forms Management*, for a description of the authorities associated with the Tier numbers. Submit requests for waivers through the chain of command to the appropriate Tier waiver approval authority, or alternately, to the Publication Office of Primary Responsibility (OPR) for non-tiered compliance items. Send comments and suggested improvements on Air Force (AF) Form 847, *Recommendation for Change of Publication*, through channels to AF/SGE, Attn: AF/SG1/8N, 1780 Air Force Pentagon, Washington, DC 20330-1780. Ensure all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual 33-

363, *Management of Records*, and disposed of in accordance with the Air Force Records Disposition Schedule located in the Air Force Records Information Management System. This publication may not be supplemented.

### ***SUMMARY OF CHANGES***

The document has been substantially revised and must be completely reviewed. The new process outlined in this instruction will increase MTF-level responsibilities, but ultimately reduce the overall steps required to approve a TAA. Major changes include a change to the TAA approval authority granted from AF/SG1/8N to individual Medical Treatment Facility (MTF) Commanders, Reserve Medical Unit (RMU) Commanders, and Guard Medical Unit (GMU) Commanders unless there are substantial deviations from the templates provided in this instruction. Substantial deviations may pose a potential risk to the Air Force Medical Service and require a waiver from AF/SG1/8. Facilities are now required to collect external workload data for all military healthcare provided in civilian institutions. Sample TAA template attachments have also been modified.

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## Chapter 1

### PROGRAM OVERVIEW

#### 1.1. Overview.

1.1.1. A TAA is a no-cost, legal agreement for training between two or more institutions with a program recognized by a national and/or state accrediting agency.

1.1.2. A Memorandum of Understanding (MOU) is a type of intra-service, intra-agency, or interagency agreement between two or more parties, which includes only a general understanding between the parties. It neither includes commitment of resources nor binds a party to a specific action.

#### 1.2. Purpose.

1.2.1. Military personnel can use TAAs and MOUs to obtain initial, proficiency, and readiness skills training for clinical rotations at civilian and federal (non-USAF) settings.

1.2.2. Civilian trainees can use TAAs to obtain clinical requirements while working at an Air Force medical facility.

## Chapter 2

### ROLES AND RESPONSIBILITIES

#### **2.1. United States Air Force Surgeon General (AF/SG).**

2.1.1. AF/SG provides policy and oversight of the Medical Service TAA.

#### **2.2. AF/SG1/8.**

2.2.1. AF/SG1/8 directorate grants TAA approval authority to individual Medical Treatment Facility (MTF)/ Reserve Medical Unit (RMU)/ Guard Medical Unit (GMU) Commanders. TAAs requiring a waiver due to substantial deviation from the templates found in this instruction are forwarded to AF/SG1/8 for final decision.

#### **2.3. AF/SG1/8N.**

2.3.1. AF/SG1/8N receives waiver request packages and coordinates approval or disapproval with AF/SG1/8. AF/SG1/8N will grant access to and maintain oversight of the official TAA/ (MOU) database described in section 2.9.6.

#### **2.4. Air Force Legal Operations Agency, Claims and Tort Litigation Division (AFLOA/JACC).**

2.4.1. AFLOA/JACC provides legal advice for changes to TAA policy and procedures.

#### **2.5. Medical Law Consultants (MLC).**

2.5.1. MLCs provide legal advice to MTFs and base legal offices within their region on TAAs.

#### **2.6. Air Force Reserve Command Office of the Staff Judge Advocate (AFRC/JA).**

2.6.1. AFRC/JA provides legal advice to AFR units on TAAs.

#### **2.7. Wing, State, or National Guard Bureau (NGB) legal offices.**

2.7.1. Wing, state, or NGB legal offices provide legal advice to ANG units on TAAs. **(T-3).**

#### **2.8. Air Force Medical Treatment Facilities (including other active Air Force medical components, Air Force Reserve and Air National Guard).**

2.8.1. MTFs/RMUs/ GMUs will provide training on its HIPAA policies and procedures to those who will be working in the facility. Additional agreed upon provisions will be specified in the TAA/MOU. **(T-3).**

#### **2.9. MTF/CC, RMU/CC, or GMU/CC will identify a Facility TAA Manager who shall:**

2.9.1. Coordinate requests for training agreements and the draft TAA according to section 5.1. **(T-1).**

2.9.2. Obtain concurrence from federal and non-federal institutions regarding proposed TAA draft language prior to routing for legal review(s). **(T-1).** The legal review process is outlined in section 5.2.

2.9.3. After MTF Director/CC approval, obtain all required signatures by the parties to the agreement. **(T-1).**

2.9.4. Maintain certificates of insurance for all active TAAs for a minimum of 3 years. **(T-1).**

2.9.5. Maintain signed TAA addendums (see Attachment 8) for all trainees approved into the MTF including authorized USAF members participating in an off-duty education TAA for a minimum of 3 years. **(T-1)**.

2.9.6. Load and track all agreements using the official TAA/MOU database maintained by AF/SG1/8N. GMU units will follow protocol outlined in section 5.3.3. **(T-1)**.

2.9.7. Perform periodic reviews as outlined in section 5.4. **(T-1)**.

2.9.8. Ensure external workload currency is captured on all USAF members participating in external TAAs. The following external workload data fields will be collected on non-Department of Defense (DoD) beneficiaries at the civilian facilities:

2.9.8.1. Generic pseudo patient number, i.e., 20171015001 and 20171015002 represent the first two patients seen 15 Oct 2017. **(T-1)**.

2.9.8.2. Date of service. **(T-1)**.

2.9.8.3. Current procedural terminology (CPT) code for every procedure listed on the report; multiple CPTs must be listed separately. **(T-1)**.

2.9.8.4. CPT modifiers, as applicable. **(T-1)**.

2.9.8.5. USAF member's National Provider Identifier. **(T-1)**.

2.9.8.6. USAF member's first and last name. **(T-1)**.

2.9.8.7. Procedure quantity. **(T-1)**.

2.9.8.8. Name of affiliating institution. **(T-1)**.

2.9.8.9. Facility tax identification number. **(T-1)**.

2.9.9. Use the External Workload Currency Capture Form (which can be obtained by contacting the Point of Contact at [usaf.jbsa.afmoa.mbx.meprs@mail.mil](mailto:usaf.jbsa.afmoa.mbx.meprs@mail.mil)) to report the civilian facility data elements listed above, as well as the following:

2.9.9.1. Corresponding MTF Defense Medical Information System Identifier. **(T-1)**.

2.9.9.2. USAF member's Electronic Data Interchange Personal Identifier number. **(T-1)**.

2.9.9.3. External workload category: TAA, Sustained Medical and Readiness Trained (SMART), Center for the Sustainment of Trauma and Readiness Skills (C-STARS), Sustainment of Trauma and Resuscitation Skills-Program (STARS-P), Humanitarian, Department of Veterans Affairs (VA)-TAA (VA-TAA). Do not include any External Resource Sharing Agreements or Off-Duty Employment.

2.9.10. Submit the completed External Workload Currency Capture Form no later than the 15th of each month to the Resource Operations, External Workload Currency Capture Program Point of Contact (POC) at: [usaf.jbsa.afmoa.mbx.meprs@mail.mil](mailto:usaf.jbsa.afmoa.mbx.meprs@mail.mil). **(T-1)**.

## Chapter 3

### GENERAL CRITERIA FOR ESTABLISHING TAAS

#### 3.1. Training Affiliation Agreements shall:

- 3.1.1. Be in the best interest of the Air Force. **(T-1)**.
- 3.1.2. Be classified by the nature of the participating institution(s). See Attachments 2-7 to select appropriate template. **(T-1)**.
  - 3.1.2.1. TAAs between USAF MTFs/RMUs/GMUs and federal institutions need not follow the templates within this AFMAN, and can be written as a MOU (see sample MOU Attachment 7), however, a legal review is required. **(T-1)**.
  - 3.1.2.2. TAAs with VA Facilities require a specific MOU template. The approved MOU will be maintained on the TAA/MOU database. **Note:** Resource Sharing Agreements with the VA are not covered under this instruction as it is a separate process from training agreements. The process for developing a Resource Sharing Agreement is outlined in AFI 41-126, *Department of Defense/Veterans Affairs Health Care Resource Sharing Program*. **(T-1)**.
- 3.1.3. Be with a program recognized by a national and/or state accrediting agency. TAAs requested with a non-accredited program will require a waiver (see Chapter 6) approved by AF/SG. **(T-1)**.
- 3.1.4. Be subject to termination within 30 days of written notice by either party. **(T-1)**.
- 3.1.5. The AF/SG will have the right to terminate the affiliation agreement without notice in the best interest of Air Force mission requirements. **(T-1)**.
- 3.1.6. 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. **(T-1)**.
- 3.1.7. Prohibit trainees and faculty who are participating under the agreement from engaging in off-duty employment at the affiliating institution. **(T-1)**.
- 3.1.8. Prohibit GS civilians and contract employees from training in their regular duty locations at their home MTFs. **(T-1)**.
- 3.1.9. Not result in displacing employees or impairing existing contracts for services. **(T-2)**.
- 3.1.10. Be prioritized to establish residency training or proficiency currency first. **(T-3)**.

#### 3.2. TAAs are required for the following types of training:

- 3.2.1. USAF and Air Reserve Component (ARC) trainees (Air Force Reserve and Air National Guard members) participating in a civilian externship for a specified period of time as part of their enrollment in a military training program (see Attachments 3 and 6). **(T-2)**.
- 3.2.2. USAF and ARC personnel obtaining proficiency training in their specialty when it is in the best interest of the MTF and Air Force (see Attachments 4 and 6). **(T-2)**.
- 3.2.3. USAF faculty participating in furtherance of an approved Air Force residency program at a civilian institution (see Attachments 3 and 6). **(T-1)**.



3.2.4. Civilian trainees, enrolled in an accredited program, who are training within an Air Force facility (see Attachment 2). **(T-1)**.

3.2.5. USAF trainees pursuing off-duty voluntary education who participate in clinical training at an AF facility in an off-duty, civilian status (see Attachment 2). **(T-1)**.

3.2.5.1. Off-duty voluntary education training not involving patient care delivery (e.g. leadership practicums, capstone projects) does not require the trainee to have professional liability (malpractice) insurance; therefore, a TAA/MOU is not required. Preceptors and/or supervisors of trainees participating in non-clinical education can still elect to use the Trainee Agreement Addendum (see Attachment 8) to address specific expectations of military members when they are in civilian student status.

3.2.5.2. It is highly recommended that USAF members pursuing training at their home MTF not train in the same duty sections to which they are assigned as an active duty member.

3.2.6. Two-Way Exchange of USAF and civilian trainees between an MTF and a civilian institution (see Attachment 5).

### **3.3. TAAs are not required for the following types of training:**

3.3.1. Training that does not involve patient care (e.g. Basic Life Support, Advanced Cardiac Life Support, and other lectures).

3.3.2. Off-duty voluntary education that does not involve patient care delivery (see Section 3.2.5.1).

3.3.3. ARC members pursuing required annual training at a USAF MTF while on active duty orders.

### **3.4. The following training is not authorized by a TAA:**

3.4.1. Shadowing medical personnel in MTFs. Refer to AFI 44-119, *Medical Quality Operations*, for guidance.

3.4.2. Providing voluntary services in MTFs. Refer to Title 10, U.S.C., Section 1588, DoD Instruction 1100.21, *Volunteer Services in the Department of Defense*.

**3.5. Accreditation Council for Graduate Medical Education (ACGME) and Graduate Dental Education considerations:** If the training is part of an ACGME or Commission on Dental Accreditation (CODA) accredited program, the MTF/RMU/GMU and the affiliating institutions will abide by all requirements of the ACGME, CODA, and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment. **(T-0)**.

## Chapter 4

### LIABILITY REQUIREMENTS AND INDEMNIFICATION

#### 4.1. MTF/RMU/GMU Responsibility.

4.1.1. The MTF/RMU/GMU must establish responsibility between the parties to the TAA for the potential liability arising out of any negligent act of or omission by the trainee or faculty member. **(T-2)**. The affiliation agreement should provide the broadest possible protection for the Air Force, and include a provision not to seek indemnification from the Air Force, United States, or trainee. **(T-2)**.

4.1.2. 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 are "borrowed servants" of the civilian institution, it is appropriate that the civilian institution provides the liability coverage for them and agrees not to seek indemnification from the United States or US Air Force.

**4.2. Basic Liability Requirements.** A TAA between a USAF MTF/RMU/GMU and a civilian institution will include the following basic liability requirements:

4.2.1. Civilian trainees at USAF MTF. The civilian institution will establish and maintain professional liability (malpractice) coverage through some form of insurance protection that covers faculty and trainees while at the Air Force facility. **(T-1)**. This protection may be provided by the institution, (contract or self-insurance), the civilian faculty and trainees themselves, state statutes, hospital by-laws, or other sources. The protection must apply to the civilian trainee and any liability producing act or omission by the trainee arising out of their participation at the Air Force facility, regardless of when the claim is actually filed. **(T-1)**. The liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. **(T-1)**. 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 TAA. The MLC will assess the adequacy of the coverage in light of tort liability exposure for the type of training involved. **(T-2)**. If the training facility or trainee is responsible for paying for professional liability or reimbursing for medical care, the TAA addendum may be modified for the trainee to reflect this requirement.

4.2.2. USAF trainees at non-federal institutions. The civilian institution will establish and maintain professional liability (malpractice) coverage through some form of insurance protection which covers the Air Force trainees and faculty while at the civilian institution. **(T-1)**. This protection is in addition to the personal liability coverage provided under the terms of federal employment (see Chapter 4). 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 faculty for any liability producing act or omission arising at the civilian institution regardless of when the claim is actually filed. **(T-1)**. This liability coverage must be in amounts that are reasonable and customary in the community for the applicable specialty. **(T-1)**. 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 TAA. **(T-1)**. The MLC or

designated ARC legal office will assess the adequacy of the coverage in light of tort liability exposure for the type of training involved. **(T-2)**.

4.2.3. USAF Trainees and federal institutions. USAF MTF/RMU/GMU may use Attachment 7 to draft agreements with federal institutions (other than VA Facilities, see 3.1.2.2). Liability and indemnification provisions are not necessary if the affiliation is with a federal institution.

**Exception:** Specific institutions or States with policies that do not permit Certificate of Insurance procurement until after all signatures have been obtained on the final TAA will not require a waiver for approval. The Facility TAA Manager is responsible for ensuring that the Certificate of Insurance is received prior to initiating training.

#### **4.3. Federal Status of USAF Trainees and Faculty.**

4.3.1. Air Force trainees and faculty participating in a TAA with a non-federal institution are protected from personal liability by Title 28, U.S.C., Section 2679 so long as their participation is in the scope of their federal employment. To ensure trainees and faculty are participating in the scope of their federal employment for the purposes of liability, they must participate in the training in either a permanent party, Temporary Duty (TDY), or Annual Tour status. Permissive Temporary Duty is not authorized for trainees under this AFMAN. **(T-0)**.

## Chapter 5

### PROCESSING, REVIEW, AND APPROVAL OF TAAS

#### 5.1. TAA Processing.

5.1.1. When processing TAAs, the Facility TAA Manager must ensure:

5.1.2. There is a clear benefit to the MTF/RMU/GMU and the Air Force for the affiliation with the institution. **(T-1)**.

5.1.3. The TAA conforms with the templates attached to this instruction. Any substantial deviation from the templates may require a waiver as recommended by the legal review(s). A substantial deviation from the templates includes:

5.1.3.1. Proposed language which may adversely impact whether the duties of the USAF trainees and/or faculty are within the scope of their federal employment. **(T-1)**.

5.1.3.2. Proposed language which may adversely impact a legal defense of the United States, including the borrowed servant defense. **(T-1)**.

5.1.3.3. The civilian institution's refusal to provide professional (medical malpractice) liability insurance covering USAF trainees and faculty while training at the civilian institution under the terms of the TAA; or refusal of the civilian institution to provide professional (medical malpractice) liability insurance covering their trainees and faculty participating under a TAA in an MTF. **(T-1)**.

5.1.3.4. The refusal of the civilian institution to agree not to seek indemnification from the United States, United States Air Force, USAF trainees and faculty. **(T-1)**.

5.1.4. The name, description of the institution(s), and complete address with whom the MTF/RMU/GMU is affiliating is included in the TAA. In the event the affiliating institution assigns USAF trainees and/or faculty to any other facility, the name and address of the other facility must be noted in the request for the legal review of the TAA. **(T-1)**.

#### 5.2. Legal Review.

5.2.1. The legal review includes a review of the proposed TAA and an assessment of the adequacy of insurance and indemnification provisions relevant to the requested training. Legal reviews are protected attorney-client products and therefore, will not be transmitted to institutions outside of the MTF/RMU/GMU.

5.2.2. Regular Air Force: The Medical Treatment Facility must forward all TAAs, including Memorandums of Understanding with federal institutions and other MTFs, for a legal review. **(T-1)**. An MTF with a co-located Medical Law Consultant forwards the TAA directly to the MLC for legal review. An MTF without a co-located MLC forwards the TAA to the base legal office for a legal review. The MTF will forward the completed legal review to the regional MLC (as outlined in AFI 51-302). **(T-1)**.

5.2.3. MTF/RMU/GMU: The MTF/RMU/GMU must forward all TAAs, including MOUs with federal institutions and other MTFs/RMUs/GMUs, for a legal review. **(T-1)**.

5.2.3.1. ANG: GMUs must forward all TAAs, including MOUs with federal institutions, for a legal review by the ANG Wing-level legal office. **(T-1)**. When the TAA is for training

while on federal status at a non-federal facility, the ANG Wing-level legal office review is forwarded by the GMU to the MLC assigned to the GMU's host base for legal review prior to forwarding to GMU/CC for approval.

5.2.3.2. AFRC: RMUs must forward all TAAs, including MOUs, for a legal review by the AFRC/JA prior to forwarding to the RMU/CC for approval. **(T-1)**.

### **5.3. MTF/RMU/GMU Commander reviews the TAA for approval.**

5.3.1. TAA package provided to MTF/RMU/GMU Commanders consists of:

5.3.1.1. Unsigned final draft of the TAA.

5.3.1.2. Legal reviews by the MTF/RMU/GMU servicing legal office and MLC (see paragraphs 4.2.1 and 4.2.2).

5.3.1.3. Current proof of insurance from affiliating institution.

5.3.1.4. Final approval memorandum (see Attachment 10) prepared for MTF Director/CC, RMU/CC, or GMU/CC signature.

5.3.2. If approved, the facility TAA manager will route an approval memorandum (see Attachment 10) and obtain signatures on the approved TAA. **(T-1)**. Training can commence on or after the date the TAA is properly reviewed, approved, and signed by all parties to the agreement.

5.3.3. GMUs must send the completed TAA package with all signatures to NGB Education and Training branch **(T-1)**. NGB Education and Training will update the TAA/MOU database for all ANG agreements.

### **5.4. Reviews of Existing TAAs.**

5.4.1. The TAA Facility Manager will review each TAA/MOU for appropriateness and currency no less than once every three years. **(T-1)**. Existing TAAs can be renewed with no changes, renewed with amendments/ revisions, or be terminated. If the TAA has been inactive (no participating trainees) for over one year, it must also undergo a review for appropriateness and currency. **(T-1)**.

5.4.1.1. Renewed, but unchanged TAAs do not require additional legal review.

5.4.1.2. Existing TAAs requiring amendments or revisions to change training arrangements require a legal review. **(T-1)**.

5.4.1.3. Once an agreement is terminated, it will require new processing for reactivation.

5.4.2. The Facility TAA Manager will identify agreements that require review for renewal, termination, or reactivation. **(T-1)**. They will obtain verbal or written concurrence from federal and non-federal institutions regarding existing language prior to renewal. **(T-1)**. If changes are required from any institution, the TAA Manager will coordinate a new draft and seek a legal review. A renewal package will be routed to the MTF/RMU/GMU Commander who completes the renewal, termination, or reactivation review.

5.4.2.1. For renewed or reactivated agreements, the Facility TAA Manager will route an approval memorandum stating the TAA/MOU is renewed without changes or renewed with amendments/ revisions. **(T-1)**. The TAA Manager will route an amended or revised

TAA/MOU (with approval memorandum) to obtain final signature concurrence from the MTF/RMU/GMU Commander and the affiliating institution official. **(T-1)**. A TAA/MOU that is renewed without changes will not require new signatures from the institutions.

5.4.2.2. For terminated agreements, the Facility TAA Manager will draft a termination memorandum signed by the MTF/RMU/GMU commander with the reason(s) for termination.

5.4.3. Such TAA would then need another legal review to ensure there is sufficient liability protection. The TAA would also need to be approved by the MTF Director/CC. After the review process is complete, the Facility TAA Manager will update the following on the official TAA/MOU database:

5.4.3.1. The date(s) of review (under the “Review Dates” column) for renewed or reactivated TAAs with no changes.

5.4.3.2. The date all signatures were obtained (under the “Review Dates” column) for renewed or reactivated TAAs that required changes. **(T-3)**.

5.4.3.3. The correct status of reviewed TAAs as “Active,” “Inactive,” “Superseded,” or “Terminated” (under the “Status” column). **(T-3)**. Any agreement that required changes supersedes its original TAA and a new entry row will be added to the database. The original TAA entry, along with the original “Hyperlink to the TAA,” will remain on the database but will now be classified as “Superseded.”

5.4.3.4. The reason for termination (under the “Comments” column). **(T-3)**.

5.4.4. GMUs must send any documents updated during the TAA review to NGB Education and Training Branch at: [usaf.ibanafw.ngb-sg.mbx.sg-education-and-training@mail.mil](mailto:usaf.ibanafw.ngb-sg.mbx.sg-education-and-training@mail.mil). **(T-2)**. Database updates will be completed by the NGB Education and Training Branch.

## Chapter 6

### REQUESTING WAIVERS

#### 6.1. Waivers.

6.1.1. The MTF/RMU/GMU must obtain a waiver for any substantial deviation from the language in the attached templates or when the insurance provided by an affiliating institution is deemed inadequate during the legal review. **(T-1)**. The appropriateness and sufficiency of any waiver request is also reviewed with a recommendation as to whether the waiver request should be approved. The MLC and legal offices servicing the MTF/RMU/GMU will assist in providing justification for a waiver request, if necessary. **(T-1)**. MLCs route waiver requests for an additional legal review to AFLOA/JACC. The legal offices servicing the MTF/RMU/GMU will route waiver requests on behalf of the MTF/RMU/GMU for an additional legal review through AFRC/JA or respective NGB legal office. **(T-2)**. The waiver request must:

6.1.2. Identify the substantial deviation from the instruction or language in the templates. **(T-1)**. [Note: Non-substantive language, such as additional language specific to the type and scope of the training, would not constitute a substantial deviation that would warrant a request for a waiver.]

6.1.3. Provide justification for the waiver in terms of benefits to the Air Force and/or ARC and the potential liability risks to the United States or United States Air Force if not approved. **(T-1)**. Explain the impact on the MTF or ARC training program or its accreditation status if the requested waiver is not approved.

#### 6.2. Legal Review for Waiver Requests.

6.2.1. AFLOA/JACC provides a legal review of the waiver request from the MTF/RMU/GMU and forwards the request and recommendation to AF/SG1/8N. AFRC/JA provides a legal review of the waiver request from the MTF/RMU/GMU and forwards the request and recommendation to AFRC/SGN. The NGB legal office provides a legal review of the waiver request from the ANG unit and forwards the request and recommendation to ANG/SGAE. AFRC/SGN and ANG/SGAE forward their reviews to the TAA waiver authority, AF/SG1/8. **(T-1)**.

#### 6.3. Routing Waiver Package Requests.

6.3.1. Remaining items for waiver packages will be routed to AF/SGE or [usaf.pentagon.af-sg.mbx.af-taa-workflow@mail.mil](mailto:usaf.pentagon.af-sg.mbx.af-taa-workflow@mail.mil) (in Global Address Locator: see USAF Pentagon AF-SG Mailbox AF-TAA Workflow). **(T-1)**. Documents required for approval:

6.3.2. Unsigned final draft of the TAA.

6.3.3. MLC legal review waiver request.

6.3.4. Proof of insurance from affiliated institution (if applicable).

6.3.5. MDG/RMU/GMU Commander's endorsement letter (see Attachment 9).

6.3.6. AFLOA/JACC, AFRC/JA, or NGB legal review.

#### 6.4. Facility TAA Managers.

6.4.1. Responsible for updating the TAA/MOU database with approved waivers once all signatures are obtained (except GMU TAA Managers; see section 6.3.3.).

DOROTHY A. HOGG,  
Lieutenant General, USAF, NC  
Surgeon General



**Attachment 1****GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

Health Insurance Portability and Accountability Act of 1996, (29 *United States Code Section 1181 et seq*, 42 *United States Code Section 300gg, 1320d, et seq*)

Title 10, *United States Code Section 9301, 1588, 2679*

Title 28, *United States Code Section 1346, 2671-2680*

AFPD 44-1, *Medical Operations*, 9 June 2016

AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, 18 October 2013

AFI 33-360, *Publications and Forms Management*, 1 December 2015

AFMAN 33-363 AFGM2018-01, *Management of Records*, 21 July 2016

External Workload Currency Capture Form, [usaf.jbsa.afmoa.mbx.meprs@mail.mil](mailto:usaf.jbsa.afmoa.mbx.meprs@mail.mil)

AFI 41-126, *Department of Defense/Veterans Affairs Health Care Resource Sharing Program*, 4 September 2018

AFI 44-119, *Medical Quality Operations*, 16 August 2011

AFI 51-302, *Medical Law*, 5 November 2014

DoDI 1100.21, *Voluntary Services in the Department of Defense*, 27 March 2019

DoDI 1402.05, *Background Checks on Individuals in DoD Child Care Services Programs*, 11 September 2015

Defense Federal Acquisition Regulation Supplement, Subpart 237.73, *Services of Students at Research and Development Laboratories*, 13 April 2018

***Prescribed Forms***

None

***Adopted Forms***

AF Form 847, *Recommendation for Change of Publication*

***Abbreviations and Acronyms***

**ACGME**—Accreditation Council for Graduate Medical Education

**AF**—Air Force

**AFI**—Air Force Instruction

**AFLOA/JACC**—Air Force Legal Operations Agency; Claims and Tort Litigation Division

**AFMAN**—Air Force Manual

**AFPD**—Air Force Policy Directive

**AFR**—Air Force Reserves

**ANG**—Air National Guard

**ARC**—Air Reserve Component

**CODA**—Commission on Dental Accreditation

**CPT**—Current Procedural Terminology

**DoD**—Department of Defense

**GMU**—Guard Medical Unit

**HIPAA**—Health Insurance Portability and Accountability Act

**MLC**—Medical Law Consultant

**MTF**—Medical Treatment Facility

**MOU**—Memorandum of Understanding

**POC**—Point of Contact

**RMU**—Reserve Medical Unit

**SCHR**—State Criminal History Repository

**SG**—Surgeon General

**TAA**—Training Affiliation Agreement

**TDY**—Temporary Duty

**USAF**—United States Air Force

**U.S.C.**—United States Code

### *Terms*

**Air Reserve Component (ARC)**—Air Force Reserve and Air National Guard units and members.

**Borrowed Servant Defense**—The common law principle that the employer of a borrowed employee, rather than the employee's regular employer, is liable for the employee's actions that occur while the employee is under the control of the temporary employer.

**Civilian Trainee**—A non-federal student who attends clinical or didactic training within a military institution.

**Civilian Institution**—A non-federal institution

**Faculty**—Civilian or military members who have the credentials and are authorized to act as instructors within a civilian and/or military institution.

**Legal Review**—Legal reviews for Regular Air Force MTFs are provided by the designated base legal office and regional Medical Law Consultant. Legal reviews for AFR are provided by AFRC/JA. Legal reviews for ANG units are provided by their wing, state or NGB legal office.

**MOU**—A type of intra-service, intra-agency, or interagency agreement between two or more parties, which includes only a general understanding between the parties. It neither includes

commitment of resources nor binds a party to a specific action. (AFI 25-201, *Intra-Service, Intra-Agency, and Inter-Agency Support Agreements Procedures*).

**Proficiency training**—Clinical and/or didactic instruction designed to enhance the skill levels of a USAF trainee.

**Substantial Deviation**—A deviation from the template in which the proposed language may adversely impact whether the duties of the USAF trainees and/or faculty are within the scope of their federal employment. A deviation from the template in which the proposed language may adversely impact a legal defense of the United States, including the borrowed servant defense. Another substantial deviation is the civilian institution's refusal to provide professional (medical malpractice) liability insurance covering USAF Trainees and Faculty while training at the civilian institution under the terms of the TAA; or refusal of the civilian institution to provide professional (medical malpractice) liability insurance covering their trainees and faculty participating under a TAA in a MTF. Another substantial deviation is the refusal of the civilian institution to agree not to seek indemnification from the United States, United States Air Force, USAF trainees and faculty.

**TAA**—A no-cost, legal agreement for training between two or more institutions with a program recognized by a national and/or state accrediting agency. If expenditure of AF funds is required, then Title 10, U.S.C., Section 9301 and Defense Federal Acquisition Regulation Supplement, Subpart 237.72 provide authority and procedure for processing training services.

**USAF Trainee**—A Regular Air Force member or ARC member in federal status who attends clinical or didactic training in a military, federal or civilian institution. Civilian employees and contractors are not considered USAF trainees for purposes of this instruction.

**Attachment 2****SAMPLE TAA – CIVILIAN TRAINEES AT USAF MTF****TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MTF)  
AND  
(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF) hereafter referred to as “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). The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).

3. The specific nature of this program is to train (number of civilian trainees involved) in (brief overview of functions to be accomplished) while utilizing (work areas to be utilized) at the USAF MTF over a period of (state time frame of training).

4. It is in the best interest of the (name of affiliating institution) and its trainees to use the clinical facilities at the USAF MTF to receive their clinical experience. The USAF MTF and the U.S. Air Force will benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution). The USAF MTF will use the trainees’ clinical experience and performance 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 regulations.

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 trainees is primarily to further their training. Any work benefits that the USAF MTF and U.S. 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 beginning of each training period. The USAF MTF reserves the right to refuse acceptance of any trainee 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. [If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education Commission on Dental Accreditation and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.]

6. 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.

7. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement.

8. 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. Such coordination will involve planning with the (name of affiliating institution)'s faculty or professional staff for the assignment of their 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 and/or staff supervisors.
- e. 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 (name of affiliating 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 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.

9. 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/or supervision of the trainees' clinical learning experiences (if applicable), and 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.
- b. Ensure trainees' compliance with all USAF MTF's rules and applicable instructions.
- c. [If applicable add: All trainees who will provide health care to patients under the age of 18 on a regular basis will submit to a state criminal history repository (SCHR) check as indicated by Department of Defense Instruction 1402.05, Background Checks on Individuals in DoD Child Care Services Programs. The necessary contact information to complete the SCHR will be provided by the USAF MTF (DoDI 1402.05, Enclosure 3), and will be completed by the trainee/civilian institution in a timely manner. The trainee and/or (name of affiliating institution) agrees to pay all expenses associated with completion of this background check for each trainee for whom a background check is performed. Until the SCHR is completed, the trainee must be within sight and under the supervision of an individual whose background checks have been completed, with no derogatory reports.]
- d. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

- e. Require all faculty/trainees who operate an automobile on (name of USAF base) to maintain the minimum statutory requirements of local and state law and Air Force regulations on automobile liability insurance.
  - f. Prohibit their 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).
  - g. 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 (name of affiliating institution)'s trainees and/or faculty under this agreement. This coverage may come from any source, but shall clearly cover the (name of affiliating institution)'s faculty and trainees for any claim or lawsuit arising out of their participation at the USAF MTF, regardless of when the claim is actually filed. 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 to their faculty and 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 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) and their trainees and faculty further agree not to seek indemnification from either the United States or U.S. Air Force for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of their trainee's or faculty's professional duties while training at the USAF MTF.

10. The USAF MTF agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. The (name of affiliating institution)'s trainees and faculty shall abide by the USAF MTF HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees and faculty will not further use or disclose information outside of the USAF MTF. It is understood that while receiving clinical training at the USAF MTF pursuant to this agreement, the trainees and faculty of (name of affiliating institution) are considered members of the USAF MTF workforce and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the USAF MTF and (name of affiliating institution) is necessary.

11. 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.

12. 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, 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.  
(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official authorized to approve agreement for USAF MTF)

(Address of institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official authorized to approve agreement for affiliating institution)

**Attachment 3****SAMPLE TAA – USAF TRAINEES AT NON-FEDERAL INSTITUTION FOR  
RESIDENCY PROGRAM****TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MTF/RMU/GMU)  
AND  
(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF/RMU/GMU) hereafter referred to as “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) [or have agreed to allow a rotation at the (name of affiliating institution) in furtherance of an approved Air Force residency program]. The program curriculum requires special clinical training in preparation for (residency, degree, or certificate awarded).

3. The specific nature of this program is to train (number of AF trainees involved) in (brief overview of functions to be accomplished) over a period of (state time frame of training).

4. It is in the best interest of the U.S. 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 and deployment readiness of future (medical specialty/category) in the U.S. 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:

1. While training under this agreement, the Air Force trainees will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution’s program director), or the Director’s designee, and will be subject to, and be 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 Air Force.

2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.

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 (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).

5. 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.

6. [If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education Commission on Dental Accreditation and the Residency Review



Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.]

7. 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 and supervise the Air Force trainee's clinical learning experience during the trainee's rotation. Such coordination will involve planning with the (name of affiliating institution)'s faculty or professional staff for the assignment of Air Force trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of (name of affiliating institution). The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the Air Force trainees, and shall have the authority for the day-to-day operations of this rotation at the (name of affiliating institution).]
- d. In the event the (name of affiliating institution) assigns the Air Force trainees to any other facility than that of the (name of affiliating institution) for clinical training, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education and Residency Review Committee guidelines are adhered to while the Air Force trainees participate at that facility. While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for Air Force trainees at that facility.
- e. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force trainees.
- f. Grant Air Force trainees administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
- g. 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.
- h. Provide emergency medical and dental treatment to Air Force trainees while at the (name of affiliating institution) for training. The reasonable cost of such treatment will be paid by the United States Air Force.
- i. Provide a report of all workload accomplished by the USAF members participating in all external TAAs to the Facility TAA Manager. This report shall be generated no less than once per month and contain the following information: generic pseudo patient number, date of service, current procedural terminology (CPT) code for every procedure (multiple CPTs must be listed separately), any CPT modifiers, USAF member's National Provider Identifier, USAF trainee's first and last name, procedure quantity, and facility tax identification number.
- j. 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 under this agreement. This coverage may come from any source, but shall clearly cover the Air Force trainees for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit is actually filed. 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.

k. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the U.S. Air Force, or the Air Force trainee for any settlement, verdict or judgment 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 or designees.

8. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:

a. Provide faculty or staff members, based at the USAF MTF, who will coordinate the Air Force trainees' educational activities and assignments.

b. Have the Air Force 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 and control of (name of affiliating institution).

c. Provide and maintain accurate personnel records and reports developed during the course of the Air Force trainees' clinical experience.

d. Ensure Air Force trainees' 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 Air Force trainees 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).

9. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

10. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force trainees remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by Air Force trainees while acting within the scope of their duties pursuant to this agreement.

11. 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.

12. The (name of affiliating institution) agrees to provide training on its HIPAA policies and procedures to those who will be working in the facility. Air Force trainees shall abide by the (name of affiliating institution's) HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees will not further use or disclose information outside of the (name of affiliating institution). It is understood that trainees are considered members of the (name of affiliating institution)'s workforce while receiving clinical training pursuant to this agreement and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

13. 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 US Air Force Surgeon General will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary in the interests of Air Force mission requirements.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official Authorized to Approve Agreement for USAF MTF)

(Address of Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

**Attachment 4****SAMPLE TAA – USAF STAFF AT A NON-FEDERAL INSTITUTION FOR  
PROFICIENCY TRAINING****TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MTF/RMU/GMU)  
AND  
(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF/RMU/GMU) hereafter referred to as “USAF MTF” and (name and address of affiliating institution) to allow (name of USAF staff member) to use the facilities of the (name of affiliating institution) for proficiency training in (specialty/category).

2. The (name of affiliating institution) has an established clinical practice in (specialty/category) and is accredited by (accrediting agency). It is in the best interest of the U.S. Air Force for (name of USAF staff member) to use the clinical facilities of (name of affiliating institution) to maintain [his/her] clinical experience in (specialty/category), which is otherwise not attainable within the USAF MTF. Proficiency training in (specialty/category) is invaluable to the deployment readiness of (medical specialty/ category) in the U.S. Air Force.

3. Under the terms of this agreement, (name of USAF staff member) will use the (work areas to be utilized) at the (name of affiliating institution) to train (brief overview of functions to be accomplished) over a period of (state time frame of training).

4. It is to the benefit of (name of affiliating institution) to receive and use the (name of USAF staff member)’s clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While performing clinical care and training at the (name of affiliating institution), (name of USAF staff member) will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s Chief of specialty clinic and/or designated official), who are employees of the (name of affiliating institution) for all clinical cases and experiences). (Name of USAF staff member) will also be subject to, and be 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 Air Force.

2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.

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

4. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force staff members and or bar any staff members when it is determined that further participation would not be in the best interest of the (name of affiliating institution).

5. The (name of affiliating institution) will not use USAF MTF’s name in any of their publicity or advertising media regarding this agreement.

6. 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. Provide reasonable office, storage, dressing and locker room space, and all other administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
  - c. 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.
  - d. Provide emergency medical and dental treatment to the Air Force staff member while at the (name of affiliating institution) under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.
  - e. Provide a report of all workload accomplished by the USAF members participating in all external TAAs to the Facility TAA Manager. This report shall be generated no less than once per month and contain the following information: generic pseudo patient number, date of service, current procedural terminology (CPT) code for every procedure (multiple CPTs must be listed separately), any CPT modifiers, USAF member's National Provider Identifier, USAF trainee's first and last name, procedure quantity, and facility tax identification number.
  - f. 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 staff member under this agreement. This coverage may come from any source, but shall clearly cover the Air Force staff member for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or lawsuit is actually filed. 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 staff member, 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 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.
  - g. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the U.S. Air Force, or the Air Force staff member for any settlement, verdict or judgment resulting from any claim or lawsuit arising out of the performance of the Air Force staff member's professional duties while acting under the control of the (name of affiliating institution) and its employees or designees.
7. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:
- a. Ensure the Air Force staff member's compliance with all (name of affiliating institution)'s rules and applicable instructions.
  - b. Be responsible for health examinations and such other medical examinations and protective measures necessary for its staff member.
  - c. Prohibit the Air Force staff member from publishing any materials developed as a result of (his/her) clinical experience that has not been approved for release, in writing, by USAF MTF and the (name of affiliating institution).
8. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on

billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

9. It is understood that the Air Force staff member shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and (name of affiliating institution). Air Force staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that the Air Force staff member is considered a member of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement, and does not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

10. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of \_\_\_\_\_ shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, (name of USAF staff member) remains an employee of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by the Air Force staff member while acting within the scope of duties pursuant to this agreement.

11. 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.

12. 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 US Air Force Surgeon General 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.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official Authorized to Approve Agreement for USAF MTF)

(Address of Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature and Title of Official Authorized to Approve Agreement for Affiliating Institution)

**Attachment 5****SAMPLE TAA – TWO-WAY EXCHANGES OF TRAINEES BETWEEN USAF MTF  
AND NON-FEDERAL INSTITUTION****TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MTF/ RMU/ GMU)  
AND  
(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF/RMU/GMU) hereafter referred to as “USAF MTF” and (Name and Address of non-federal 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). The program curricula require specialized clinical training in preparation for (degree or certificate awarded). It is to the mutual benefit of (name of affiliating institution) and the USAF MTF to affiliate their program curricula and provide the necessary specialized clinical training.
3. The specific nature of this program is to train (type of trainees) in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the U.S. 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 and the deployment readiness of future (medical specialty/category) in the U.S. Air Force. It is also to the benefit of (name of affiliating institution) to receive and use the trainee’s clinical experience and performance. The USAF MTF and the Department of the Air Force will likewise benefit from making clinical facilities available to (category) trainees of the (name of affiliating institution).

**II. Understanding:** The parties acknowledge and agree to the following:

1. While training at (name of affiliating institution), the Air Force trainees will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution).
2. 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.
3. [If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education, Commission on Dental Accreditation, and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.]
4. In the event the (name of affiliating institution) assigns the Air Force trainees to any other facility than that of the (name of affiliating institution) for clinical training, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education, Commission on Dental Accreditation, and Residency Review Committee guidelines are adhered to while the Air Force trainees participate at that facility. While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under



the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for said Air Force trainees, covering liability for personal injury or property damage resulting from participation by the Air Force trainees at that facility.

5. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement, other than expenses incidental to the supervision of the trainees of the (name of affiliating institution). The use of government -owned property by the trainees of the (name of affiliating institution) is primarily to further their training. Any work benefits that the USAF MTF and Department of the Air Force receive are incidental to this training, and trainees of (name of affiliating institution) will not be compensated.

6. If applicable add: All trainees who will provide health care to patients under the age of 18 on a regular basis will submit to a state criminal history repository (SCHR) check as indicated by Department of Defense Instruction 1402.05, Background Checks on Individuals in DoD Child Care Services Programs. The necessary contact information to complete the SCHR will be provided by the USAF MTF (DoDI 1402.05, Enclosure 3), and will be completed by the trainee/civilian institution in a timely manner. The trainee and/or (name of affiliating institution) agrees to pay all expenses associated with completion of this background check for each trainee for whom a background check is performed. Until the SCHR is completed, the trainee must be within sight and under the supervision of an individual whose background checks have been completed, with no derogatory reports.

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

8. 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) and USAF MTF each reserve the right to refuse acceptance of any trainee and or bar any trainee from its facility when it is determined that further participation would not be in the best interest of the (name of affiliating institution) or USAF MTF.

9. Neither the USAF MTF nor the (name of affiliating institution) will use each other's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.

10. Each trainee of the (name of affiliating institution) will be required to sign the Trainee Agreement Addendum attached to this agreement.

11. With respect to implementation of this agreement, the (name of affiliating institution) and the USAF MTF, both of which are hereinafter referred to as "supervising-institution" under this paragraph, specifically agree to:

- a. Make available its 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 supervising-institution.
- c. Designate the necessary number of officials to coordinate and supervise the trainee's clinical learning experience during the trainee's rotation at the supervising-institution's facilities. Such coordination will involve planning with the trainee's own institution's faculty or professional staff for the assignment of the trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of the supervising-institution. The designated official shall be appointed for a period long enough to ensure adequate continuity in supervision of the trainees, and shall have the authority for the day-to-day operations of this rotation at the supervising-institution's facilities).

- d. Provide training on its HIPAA policies and procedures to those who will be working in the facility. The trainees shall abide by the supervising-institutions' HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF and the (name of affiliating institution). Trainees will not further use or disclose information outside of the supervising institution. It is understood that trainees are considered members of the supervising-institutions' workforce while receiving clinical training pursuant to this agreement, and do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.
  - e. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty.
  - 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 supervising-institution's education programs.
  - g. Provide emergency medical and dental treatment to trainees while at the supervising-institution for training. The reasonable 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 trainee's respective institution.
  - h. 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.
  - i. Prohibit 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).
12. Provide a report of all workload accomplished by the USAF members participating in all external TAAs to the Facility TAA Manager. This report shall be generated no less than once per month and contain the following information: generic pseudo patient number, date of service, current procedural terminology (CPT) code for every procedure (multiple CPTs must be listed separately), any CPT modifiers, USAF member's National Provider Identifier, USAF trainee's first and last name, procedure quantity, and facility tax identification number.
  13. 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 the trainees 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. Additionally, the USAF trainees will be considered employees of the (name of affiliating institution) for purposes of liability and the (name of affiliating institution) agrees to provide professional liability (malpractice) coverage in amounts that are reasonable and customary 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 the trainees under this agreement. The (name of affiliating institution)'s liability coverage may come from any source, but shall clearly cover the Air Force and trainees for all claims or lawsuits arising out of their participation under this agreement, regardless of when the claim or lawsuit is filed. The source of this coverage by (name of affiliating institution) 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 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.

14. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the U.S. Air Force, or the Air Force trainee for any settlement, verdict or judgment 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.

15. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

16. It is understood that while assigned to (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 the state's borrowed servant defense and any other applicable defenses 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.

17. 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.

18. 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 US Air Force Surgeon General 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.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official Authorized to Approve Agreement for USAF MTF)

(Address of Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature and Title of Official Authorized to Approve Agreement for Affiliating Institution)

**Attachment 6****SAMPLE TAA – USAF FACULTY AT A NON-FEDERAL INSTITUTION****TRAINING AFFILIATION AGREEMENT  
BETWEEN  
(USAF MTF/ RMU/ GMU)  
AND  
(NAME OF AFFILIATING INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF/RMU/GMU) hereafter referred to as “USAF MTF” and (Name and Address of non-federal 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), or have agreed to allow a rotation at the (name of affiliating institution) in furtherance of an approved Air Force residency program. The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).
3. Under the terms of this agreement, USAF MTF faculty or staff members will use the facilities of the (name of affiliating institution) to train Air Force (category) trainees in (brief overview of functions to be accomplished) over a period of (state time frame of training).
4. It is in the best interest of the Air Force for its faculty or staff members to use the clinical facilities of (name of affiliating institution) in furtherance of an approved Air Force residency program for the clinical experience of Air Force (category) trainees in (state specialty). This clinical experience is invaluable to the educational preparation and deployment readiness of future (medical specialty/category) in the Air Force. It is to the benefit of (name of affiliating institution) to receive and use the faculty or staff members’ and trainees’ clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While at (name of affiliating institution), the Air Force faculty or staff members will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution’s program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution). While at the (name of affiliating institution), the Air Force faculty or staff members will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution’s program director), or the Director’s designee, and will be subject to, and be 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 Air Force.
2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.
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 Air Force faculty or staff members 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 faculty or staff members and/or bar any faculty or staff members when it is

determined that further participation would not be in the best interest of the (name of affiliating institution).

5. 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.

6. [If the training is part of or an ACGME or CODA Program add: The USAF MTF and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education, Commission on Dental Accreditation, and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.]

7. In the event the (name of affiliating institution) assigns the Air Force faculty or staff members to any other facility than that of the (name of affiliating institution) in furtherance of the clinical program contemplated under the terms of this agreement, the (name of affiliating institution) shall ensure: Accreditation Council for Graduate Medical Education and Residency Review Committee guidelines are adhered to while the Air Force trainees and faculty or staff members participate at that facility; While participating at that facility, the professional liability malpractice insurance provided by the (name of affiliating institution) under the terms of this agreement remains in effect, or that the other facility provides substantially similar coverage for said Air Force faculty or staff members at that facility.

8. 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. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force faculty or staff members.
- d. Grant Air Force faculty or staff members administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
- e. 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.
- f. Provide emergency medical and dental treatment to Air Force faculty or staff members while at the (name of affiliating institution) under the terms of this agreement. The reasonable cost of such treatment will be paid by the United States Air Force.
- g. Provide a report of all workload accomplished by the USAF members participating in all external TAAs to the Facility TAA Manager. This report shall be generated no less than once per month and contain the following information: generic pseudo patient number, date of service, current procedural terminology (CPT) code for every procedure (multiple CPTs must be listed separately), any CPT modifiers, USAF member's National Provider Identifier, USAF trainee's first and last name, procedure quantity, and facility tax identification number.
- 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 faculty or staff members under this agreement. This coverage may come from any source, but shall clearly cover the Air Force faculty and trainees for all claims or lawsuits arising out of their participation under this agreement at (name of affiliating institution) facilities, regardless of when the claim or

lawsuit is actually filed. 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 faculty, 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 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.

i. The (name of affiliating institution) further agrees not to seek indemnification from either the United States, the U.S. Air Force, or the Air Force faculty or staff members for any settlement, verdict or judgment 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 or designees.

9. In addition to other provisions of this agreement, the USAF MTF specifically agrees to:

a. Provide faculty or staff members who will coordinate the Air Force trainees' educational activities and assignments while at the (name of affiliating institution), including their attendance at selected conferences, clinics, courses and programs conducted under the direction of (name of affiliating institution).

b. Ensure Air Force faculty's and/or staff members' compliance with all (name of affiliating institution)'s rules and applicable instructions.

c. Be responsible for health examinations and such other medical examinations and protective measures necessary for its faculty or staff members.

d. Prohibit Air Force 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).

10. It is understood that (name of affiliating institution) may generate appropriate bills for hospital services rendered by Air Force military personnel training at (name of affiliating institution), and (name of affiliating institution) may generate appropriate bills for the provider services rendered by Air Force military personnel subject to any restriction under federal law on billing for services of federal employees. All proceeds from these bills shall become the exclusive property of (name of affiliating institution) as applicable; the USAF MTF shall have no right or claim to such proceeds.

11. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force faculty or staff members remain employees of the United States performing duties within the course and scope of their federal employment. Furthermore, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including the state's borrowed servant defense and any other applicable defenses and immunities available to the United States will apply to allegations of negligence or wrongful acts or omissions by Air Force faculty or staff members while acting within the scope of their duties pursuant to this agreement.

12. 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.

13. It is understood that Air Force faculty or staff members shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged

between the USAF MTF and (name of affiliating institution). Air Force faculty or staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that Air Force faculty or staff members are considered members of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

14. 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 US Air Force Surgeon General will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary, in the interests of Air Force mission requirements.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official Authorized to Approve Agreement for USAF MTF)

(Address of Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

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



**Attachment 7****SAMPLE TRAINING MOU – USAF STAFF/ TRAINEES AT A FEDERAL INSTITUTION****MEMORANDUM OF UNDERSTANDING  
BETWEEN  
(USAF MTF/ RMU/ GMU)  
AND  
(NAME OF AFFILIATING FEDERAL INSTITUTION)****I. Background:**

1. This agreement is entered into by and between (USAF MTF/RMU/GMU) and (Name and Address of federal 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), or have agreed to allow a rotation at the (name of affiliating institution). The program curriculum requires special clinic training in preparation for (residency, degree, or certificate awarded).

3. Under the terms of this agreement, (USAF MTF/RMU/GMU) faculty or staff members will use the facilities of the (name of affiliating institution) to train Air Force (category) trainees in (brief overview of functions to be accomplished) over a period of (state time frame of training).

4. It is in the best interest of the Air Force for its faculty or staff members to use the clinical facilities of (name of affiliating institution) for the clinical experience of Air Force (category) trainees in (state specialty). This clinical experience is invaluable to the educational preparation and deployment readiness of future (medical specialty/category) in the Air Force. It is to the benefit of (name of affiliating institution) to receive and use the faculty or staff members' and trainees' clinical experience and performance.

**II. Understanding:** The parties acknowledge and agree to the following:

1. While at (name of affiliating institution), the Air Force faculty or staff members will be under the supervision of (name of affiliating institution), specifically (name of affiliating institution's program director and/or designated official for the residency, course or program) who are employees of the (name of affiliating institution). While at the (name of affiliating institution), the Air Force faculty or staff members will perform clinical care and training under the control and supervision of the Program Director of (name of affiliating institution's program director), or the Director's designee, and will be subject to, and be required to abide by, all facility rules and applicable regulations.

2. It is understood and agreed that there will be no training expense incurred by the Air Force under this agreement.

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 Air Force faculty or staff members will be mutually agreed upon between the USAF MTF/RMU/GMU and (name of affiliating institution) prior to the beginning of each training period. The (name of affiliating institution) reserves the right to refuse acceptance of any Air Force faculty or staff members and/or bar any faculty or staff members when it is determined that further participation would not be in the best interest of the (name of affiliating institution).

5..[If the training is part of or an ACGME or CODA Program add: The USAF MTF/RMU/GMU and the (name of affiliating institution) will abide by all requirements of the Accreditation Council for Graduate Medical Education Commission on Dental Accreditation, and the Residency Review Committee involved, including but not limited to, those involving the supervision of residents, resident work hours, and resident work environment.]

6..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. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Air Force faculty or staff members.
- d. Grant Air Force faculty or staff members administrative privileges typically enjoyed by the (name of affiliating institution)'s professional staff.
- e. Provide emergency medical and dental treatment to Air Force faculty or staff members while at the (name of affiliating institution) under the terms of this agreement.

7. In addition to other provisions of this agreement, the USAF MTF/RMU/GMU specifically agrees to:

- a. Provide faculty or staff members who will coordinate the Air Force trainees' educational activities and assignments while at the (name of affiliating institution), including their attendance at selected conferences, clinics, courses and programs conducted under the direction of (name of affiliating institution).
- b. Ensure Air Force faculty's and/or staff members' compliance with all (name of affiliating institution)'s rules and applicable instructions.
- c. Be responsible for health examinations and such other medical examinations and protective measures necessary for its faculty or staff members.

8. It is understood that this agreement shall be controlled by federal law, and where such law calls for application of state law, the law of the state of shall apply. Consequently, while assigned to (name of affiliating institution) and training pursuant to the terms of this agreement, the Air Force faculty or staff members remain employees of the United States performing duties within the course and scope of their federal employment.

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. It is understood that Air Force faculty or staff members shall abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the USAF MTF/RMU/GMU and (name of affiliating institution). Air Force faculty or staff members will not further use or disclose information outside of (name of affiliating institution). It is understood that Air Force faculty or staff members are considered members of the (name of affiliating institution)'s workforce pursuant to the terms of this agreement and so do not meet the definition of business associates under HIPAA. Therefore, no business associate agreement between the parties is necessary.

11. 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 US Air Force Surgeon General will have the right to terminate the affiliation

agreement without such required notice at any time, if determined necessary, in the interests of Air Force mission requirements.

(Address of MTF)

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature and Title of Official Authorized to Approve Agreement for USAF MTF)

(Address of Institution)

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

**Attachment 8****TRAINEE AGREEMENT ADDENDUM**

(Applies to civilian trainees participating in training at an MTF):

[I am a trainee bound by this Training Affiliation Agreement between (USAF MTF and affiliating institution). In consideration of being allowed to participate in this agreement, I note that 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.]

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(Trainee Name, Signature, Date)

(Applies only to USAF trainees (military, GS civilian, or contract personnel) participating in a civilian training program at their home MTF during their off-duty time):

[My preceptor and I understand that my training hours must be completed in off-duty status. I will only complete this off-duty training in official leave status not to include permissive TDY. Training will not interfere with completion of military/GS civilian/contractor duties. While training, I will be acting only in my capacity as a civilian student, not as a military member or current employee. Any privileges such as access to facility information systems that would not be made available to non-military students may not be accessed when I am in student status. In order to clearly identify myself as a student during clinical rotations, my preceptor and I agree that I will wear appropriate professional civilian attire and my school-approved name tag. My preceptor and I understand that during my student role, I may not train in any unit where I currently work. I also understand that by permitting a member to complete training in this facility, the Air Force is not making any representation that the trainee will be allowed to practice in an advanced practice role after completion of the training.]

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(Trainee Name, Signature, Date)

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(Preceptor Name, Signature, Date)

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(Supervisor Name, Signature, Date)

**Attachment 9**

**SAMPLE COMMANDER'S ENDORSEMENT MEMORANDUM FOR WAIVER REQUESTS**

MEMORANDUM FOR HQ USAF/SG1/8N  
7700 Arlington Blvd, Suite 5157  
Falls Church, VA 22042-5157

FROM: 111 MDG/CC  
111 W. Somewhere Street Wherever AFB, TX 12345-6789

SUBJECT: Waiver Request for Training Affiliation Agreement (TAA) Approval between (USAF MTF/RMU/GMU) and (name of affiliating institution)

1. The attached TAA between (USAF MTF/RMU/GMU) and (name and address of affiliating institution) is forwarded for your review and approval.
2. This TAA will enable (institution) to use the clinical facilities of (institution) to provide clinical experience for the educational preparation of future (specialty/category).
3. Our Medical Law Consultant/servicing legal office has reviewed this TAA and found the agreement will require waiver approval in compliance with AFMAN 41-108, *Training Affiliation Agreement Program*.
4. I endorse the proposed TAA.
5. The required documents for approval are attached. For questions contact \_\_\_\_\_.

Commander Name, Rank, USAF  
XX MTF Director/CC (RMU/CC or GMU/CC)

1. Training Affiliation Agreement
2. Proof of Insurance (if applicable)
3. MLC Review Letter

**Attachment 10****SAMPLE COMMANDER'S APPROVAL MEMORANDUM PRIOR TO ROUTING FOR  
TAA SIGNATURES**

MEMORANDUM FOR RECORD

SUBJECT: Training Between \_\_\_\_\_

1. I approve the attached TAA between (USAF MTF/RMU/GMU) and (name and address of affiliating institution).
2. A training agreement was entered into by the following facilities (include POC info):
  - a. MTF/RMU/GMU (or federal institution) sending/ receiving trainees, POC name, office symbol, contact info
  - b. Affiliating institution(federal or non-federal) sending/receiving trainees, POC name, office symbol, contact info
3. The training type is: Residency, Proficiency, or N/A
4. The purpose/nature of this training is: \_\_\_\_\_
5. The training involves the following Corps/ Career Field: (i.e. MC, DC, NC, BSC, MSC, Enlisted)
6. Our (Medical Law Consultant/servicing legal) office has reviewed this TAA and found the agreement to be legally sufficient and in compliance with AFMAN 41-108, *Training Affiliation Agreement Program*.
7. For any questions, my Facility TAA Manager is \_\_\_\_\_ who will ensure the TAA is signed by all parties prior to training. My TAA Manager, or their designee, will maintain this agreement on the official Air Force Medical Service TAA/MOU database.
8. I reserve the right to terminate this TAA if inadequate external workload data is returned. The completed External Workload Currency Capture Form will be submitted no later than the 15th of each month to Air Force Medical Operations Agency Resource Operations, External Workload Currency Capture Program POCs at [usaf.jbsa.afmoa.mbx.meprs@mail.mil](mailto:usaf.jbsa.afmoa.mbx.meprs@mail.mil) (if applicable).

Commander Name, Rank, USAF  
XX MTF Director/CC (RMU/CC or GMU/CC)