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SECRETARY OF THE AIR FORCE**

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Health Services

**TRAINING AFFILIATION
AGREEMENT PROGRAM**



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This manual implements Air Force (AF) Policy Directive 44-1, *Medical Operations*. It describes the procedures for establishing AF Medical Service (AFMS) training affiliation agreements (TAA). It applies to all AF units and uniformed members and employees in the Regular AF, the AF Reserve, and the Air National Guard (ANG) with one exception: it does not apply to the AF Institute of Technology. This publication does not apply to the United States (US) Space Force. 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. See Department of the AF (DAF) Manual 90-161, *Publishing Processes and Procedures*, 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 for non-tiered compliance items. Refer recommended changes and questions about this publication to the Office of Primary Responsibility using the DAF Form 847, *Recommendation for Change of Publication*; route DAF Forms 847 from the field through the appropriate functional chain of command. Send comments and suggested improvements on DAF 847 through channels to AF/SGE (Workflow), Attn: SGMED, 7700 Arlington Blvd, Falls Church, Virginia 22042-5153. This instruction requires the collection and or maintenance of information protected by the Privacy Act of 1974 authorized by Department of Defense (DoD) Directive 5400.11, *DoD Privacy and Civil Liberties Program*. The applicable System of Record Notices 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: <https://dpcl.d.defense.gov/Privacy/SORNs/>. Ensure all records generated as a result of processes prescribed in this publication adhere to AF Instruction 33-322, *Records Management and*

Information Governance Program, and are disposed in accordance with the AF Records Disposition Schedule, which is located in the AF Records Information Management System. This publication may not be supplemented.

SUMMARY OF CHANGES

The document has been substantially revised and must be completely reviewed. This instruction will include the TAA guidance for any AF medical units which are aligned under the Line of the AF (LAF) and/or not under the authority, direction, and control of the Defense Health Agency (DHA) and will reflect responsibilities for TAAs and the waiver process for any substantial deviation(s) from this guidance. Hereinafter, LAF aligned medical units not under the authority, direction, or control of DHA, will be referred to as LAF aligned medical units.

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Chapter 1

PROGRAM OVERVIEW

1.1. Overview.

1.1.1. A Memorandum of Understanding (MOU) is used to document a mutual understanding between any two or more parties that does not contain an expectation of payment, and under which the parties do not rely on each other to execute or deliver on any responsibilities. It neither includes commitment of resources, nor binds a party to a specific action.

1.1.1.1. Examples of organizations that may establish an MOU:

1.1.1.2. An understanding between two Medical Groups (MDGs) or Federal entities.

1.1.1.3. An understanding between Active Duty, Reserve and/or National Guard components.

1.1.2. A TAA is a no-cost, documented understanding for clinical skill training and/or sustainment between two or more institutions with recognized national and/or state accreditation and are used to support Military-Civilian Partnerships.

1.1.3. Public Law (PL) 114-328, *National Defense Authorization Act for Fiscal Year 2017*, Section 708, as amended by PL 115-232, *The John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Section 708 allows the DoD to engage with civilian partners for trauma training. The verbiage required in TAAs is dictated by the Department of Justice and is necessary to protect the interests of the US.

1.1.4. Following assumption of authority, direction, and control of the Medical Treatment Facilities (MTFs), the DHA published guidance regarding procedures to enter into training agreements with partner organizations for clinical (or clinically related) training involving healthcare delivery for the DHA enterprise (components and activities under the authority, direction, and control of the DHA).

1.1.4.1. While the DHA maintains oversight of many of the TAAs involving AF medics, there are TAA requirements that do not involve DHA assets including agreements involving:

1.1.4.1.1. Medics not aligned to DHA MTFs (e.g., geographically separated units, Aeromedical Evacuation Squadrons, LAF aligned medical units, and medics with duties outside of the MDG),

1.1.4.1.2. Guard Medical Units (GMUs) and/or Reserve Medical Units (RMUs),

1.1.4.1.3. Medics assigned to the MDG, but fully embedded in civilian partnership (not working in the DHA facility) where such training is deemed necessary to meet AF readiness requirements.

1.2. Purpose.

1.2.1. Clinical currency and proficiency are the foundation of medical readiness. The TAA program guides agreement development in support of full-spectrum clinical competency while protecting the interest of the US.

1.2.2. Military trainees can use TAAs and MOUs for clinical rotations at civilian and federal settings to obtain skills and maintain currency in expeditionary medical skills, as well as maintain clinical currency.

1.2.3. This AF Manual (AFMAN) pertains to TAAs that fall outside of the DHA enterprise.

Chapter 2

ROLES AND RESPONSIBILITIES

2.1. Headquarters AF Surgeon General (AF/SG). AF/SG provides policy and oversight of the AFMS TAA program for all TAAs that fall outside of DHA guidance (those not associated with DHA assets, either MTFs or their personnel).

2.2. AF/SG, Policy and Resources Directorate (SGMED). SGMED grants TAA approval authority to individual MDG Commanders (CCs) and the RMU and GMU Group CCs. TAAs requiring a waiver due to substantial deviation from the templates found in this instruction are forwarded to SGMED for final decision.

2.3. AF/SG, Force Development and Training Branch (SG1/7). SG1/7 receives waiver request packages and coordinates approval or disapproval with SGMED. SG1/7 will maintain oversight of the AFMS TAA/MOU program.

2.4. AF Reserve Command (AFRC) Office of the Command Surgeon (AFRC/SG). AFRC/SG maintains oversight and coordination with RMU/CCs for all TAAs and waivers. AFRC/SG receives waiver request from RMU/CCs and will coordinate approval or disapproval with SG1/7.

2.5. ANG Medical Service Office of the Air Surgeon (NGB/SG). NGB/SG coordinates with GMUs for all TAAs and waivers. NGB/SG receives waiver request from GMU/CC and will coordinate approval or disapproval with SG1/7.

2.6. AF Judge Advocate (JA) Field Operating Agency, Medical, Tort, and Personal Property Law Division (AF/JACC).

2.6.1. Provides legal advice for changes to TAA policy and procedures.

2.6.2. Provides legal advice, recommendations, and reach back expertise regarding TAAs that do not involve DHA assets.

2.6.3. Advises SG1/7 on waiver requests prior to approval.

2.7. Servicing Installation-Level (Wing/Delta) Office of the Staff Judge Advocate (SJA). The Office of the SJA for the supporting installation will provide legal advice to AF medical units not under the authority, direction, and control of the DHA. RMUs and GMUs will receive their advice from the AFRC Office of the Staff Judge Advocate (AFRC/JA) and National Guard Bureau (NGB) Judge Advocate respectively.

2.8. AFRC Office of the Staff Judge Advocate (AFRC/JA). AFRC/JA provides legal advice to the AF Reserve units on TAAs.

2.9. Wing, State, or NGB legal offices. Wing, State, or NGB legal offices provide legal advice to ANG units on TAAs.

2.10. MDG/CC, RMU/CC, GMU/CC and LAF aligned medical units, to include Aeromedical Evacuation Squadrons.

2.10.1. Will identify a facility or unit TAA Manager, if not aligned with a facility, who must:

2.10.1.1. Coordinate requests for training agreements and the draft TAA according to **Section 5.1.**

2.10.1.2. Obtain concurrence from federal and non-federal institutions regarding proposed TAA draft language prior to routing for legal review(s). Units are encouraged to consult with their servicing legal office to assist in addressing/negotiating any changes to TAA language requested by the institution with whom the unit seeks to affiliate. The legal review process is outlined in **Section 5.2**.

2.10.1.3. After MDG/CC, RMU/CC, or GMU/CC approval, obtain all required signatures by the parties to the agreement.

2.10.1.4. Maintain certificates of insurance for all active TAAs for a minimum of 3 years.

2.10.1.5. Send electronic copy of the signed TAA to SG1/7 (usaf.afms.mbx.af-sgmed1-7-workflow@health.mil) for updating the official TAA/MOU database maintained by SG1/7. In addition to sending TAA/MOU to SG1/7, GMU units will follow protocol outlined in **Section 5.3.3** and RMU units will follow protocol outlined in **Section 5.3.4**.

2.10.1.6. Maintain a database of all TAAs utilized by AFMS medics assigned to the units, including TAAs under the authority of DHA.

2.10.1.7. Maintain metrics including:

2.10.1.7.1. AF Specialty Codes included in the TAA.

2.10.1.7.2. Type of clinical activity included in the TAA (e.g., Intensive Care Unit, Operating Room, etc.).

2.10.1.7.3. Number of individuals within each AF Specialty Code utilizing the TAA.

2.10.1.7.4. Average amount of time each individual utilized the TAA.

2.10.1.8. Perform periodic reviews as outlined in **Section 5.4**.

2.10.1.9. Ensure external workload currency is captured on all active-duty United States AF (USAF) members participating in external TAAs and ensures Health Insurance Portability and Accountability Act policies (DoD Instruction 6025.18, *Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs*) are strictly followed. The following external workload data fields will be collected on non-DoD beneficiaries at the civilian facilities:

2.10.1.9.1. Generic pseudo patient number, i.e., 20171015001 and 20171015002 represent the first two patients seen 15 October 2017.

2.10.1.9.2. Date of service.

2.10.1.9.3. Current procedural terminology (CPT) code for every procedure listed on the report; multiple CPTs must be listed separately.

2.10.1.9.4. CPT modifiers, as applicable.

2.10.1.9.5. Procedure quantity.

2.10.1.9.6. Diagnosis/Internal Classification of Diseases-10 Codes for encounters.

2.10.1.9.7. USAF member's National Provider Identifier.

2.10.1.9.8. USAF member's first and last name.

2.10.1.9.9. Name and location (City; State; Country) of affiliating institution.

2.10.1.9.10. Facility's National Provider Identifier.

2.10.1.9.11. Partnership type (e.g. TAA, Military Civilian Partnership, Off-Duty Employment).

2.10.1.10. Ensures external workload capture data is collected and documented using the Medical Currency Application for Readiness Tracking tool (which can be obtained at: <https://kx.health.mil/kj/kx4/SGConsultants/Pages/MCART.aspx>).

2.10.1.10.1. Data collected through the Medical Currency Application for Readiness Tracking tool should be exported and sent to workload capture or readiness point of contacts for inclusion in the Medical Readiness Decision Support System.

2.10.1.10.2. External workload capture data for Joint Knowledge, Skills, and Abilities (JKSA) should be sent on a monthly basis to the JKSA Project Management Office at dha.ncr.healthcare-ops.mbx.jksa-pmo@health.mil.

Chapter 3

GENERAL CRITERIA FOR ESTABLISHING TAAS

3.1. TAAs must:

- 3.1.1. Be in the best interest of the AF.
- 3.1.2. Be classified by the nature of the participating institution(s). See Attachments 2-3 to select appropriate template. TAAs between DHA Enterprise should follow the DHA guidance on TAAs. TAAs between USAF MDGs/RMUs/GMUs and federal institutions need not follow the TAA template (Attachment 2) within this AFMAN and can be written as a MOU (see sample MOU Attachment 3). Legal review is still required. (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 or with a program with pending accreditation 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. Afford the AF/SG the right to terminate the affiliation agreement without notice in the best interest of AF mission requirements.
- 3.1.6. Not require expenditure of AF funds, except for incidental expenses only, defined as administrative costs associated with trainee's participation. While military trainees receive pay, entitlements, and utilize government property, these are considered standard overhead and not categorized as incidental expenses for this agreement.
- 3.1.7. Prohibit trainees who are participating under the agreement from engaging in off-duty employment, managerial roles, or non-clinical work at the affiliating institution. (T-1)
- 3.1.8. Prohibit general scheduled civilians and contract employees from training in their regular duty locations. (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 clinical skills training or sustainment first. (T-3)

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

- 3.2.1. USAF and Air Reserve Component (ARC) trainees (AF Reserve and ANG members) participating in a civilian externship for a specified period of time as part of their enrollment in a military training program. (T-2)
- 3.2.2. USAF and ARC personnel obtaining clinical skills training or sustainment in their specialty when it is in the best interest of the AF (see Attachment 2). (T-2)
- 3.2.3. USAF faculty participating in furtherance of an approved AF residency program at a civilian institution. (T-1) Because DHA is responsible for Graduate Medical Education programs across the DoD, these agreements are entered into by the DHA following DHA processes and procedures.

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.

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

3.4. Accreditation Council for Graduate Medical Education and Graduate Dental Education considerations:

3.4.1. For further guidance, refer to DHA-Interim Procedures Memorandum 23-002, *Training Agreements*.

Chapter 4

LIABILITY REQUIREMENTS AND INDEMNIFICATION

4.1. MDG/RMU/GMU and LAF Aligned Medical Units Responsibility.

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

4.1.2. The civilian facility receives a significant benefit in the form of the military trainees' medical support, while the AF pays their salaries. Since the USAF trainees are "borrowed servants" of the civilian institution, it is appropriate for the civilian institution to provide the liability coverage for TAA trainees and agree not to seek indemnification from the United States or USAF.

4.1.3. Must clearly communicate, and work with the civilian institution to avoid to the best extent possible, the conflict with TAA trainees caring for TRICARE beneficiaries.

4.2. Basic Liability Requirements. A TAA between a USAF MDG/RMU/GMU or LAF aligned medical unit and a civilian institution will include the following basic liability requirements:

4.2.1. 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 AF trainees while at the civilian institution. 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 AF personnel for any liability producing act or omission arising at the civilian institution regardless of when the claim is filed. This liability coverage must be in amounts reasonable and customary in the community for the applicable specialty. If there is any question about 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 servicing SJA or designated NGB Office of the General Counsel/ARC legal office will, in consultation with AF/JACC assess the adequacy of the coverage considering tort liability exposure for the type of training involved. **(T-2)**

4.2.2. USAF trainees and federal institutions: May use [Attachment 3](#) to draft agreements with federal institutions. Liability and indemnification provisions are not necessary if the affiliation is with a federal institution. **Exception:** Specific institutions or states with policies prohibiting Certificate of Insurance procurement until after all signatures are obtained on the final TAA will not require a waiver for approval. The Facility TAA Manager is responsible for ensuring the Certificate of Insurance is received prior to initiating training.

4.3. Federal Status of USAF Personnel. AF personnel participating in a TAA with a non-federal institution are protected from personal liability by Title 28, United States Code, Section 2679 so long as their participation is in the scope of their federal employment. To ensure personnel are participating in the scope of their federal employment for the purposes of liability and medical malpractice coverage, they must participate in the training in one of the following statuses: Title 10 or Sections 316, 502, 503, 504, or 505 of Title 32. (See, 10 USC 1089 and 28 USC 2671).

Permissive Temporary Duty is not authorized for trainees under this AFMAN. USAF personnel will receive no pay or monetary benefits from the entity. In-kind benefits (e.g., parking shuttle, cafeteria discount) may be accepted in the same manner as provided to, and accepted by, employees of the non-Federal entity after review by the servicing legal office.

Chapter 5

PROCESSING, REVIEW, AND APPROVAL OF TAAS

5.1. TAA Processing for USAF MDG/RMU/GMU and LAF Aligned Medical Assets.

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

5.1.2. There is a clear benefit to the MDG/RMU/GMU or LAF aligned medical unit and the AF for the affiliation with the institution.

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 personnel 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 personnel while training at the civilian institution under the terms of the TAA. **(T-1)**.

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

5.1.4. The name, description of the institution(s), and complete address with whom the MDG/RMU/GMU or LAF aligned medical unit are affiliating is included in the TAA. In the event the affiliating institution assigns USAF personnel 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 outside of the DoD to the non-DoD TAA partner or others, without the express written consent of the servicing judge advocate office.

5.2.2. Regular AF: TAAs between DHA Enterprise to include assigned, attached, allotted, or detailed personnel should follow the process outlined in DHA policy. MDG or LAF aligned medical units not under the authority, direction, or control of DHA must forward all proposed TAAs, including MOUs with federal institutions and other MDG's, for a legal review to their servicing JA. **(T-1)**

5.2.3. Air Reserve Component (ARC):

5.2.3.1. ANG: GMUs must forward all proposed TAAs, including MOUs with federal institutions, to the servicing ANG Wing legal office for review and approval. **(T-1)**

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

5.2.4. TAAs requiring a waiver due to substantial deviation from this guidance will follow the legal process in [Chapter 6, Section 6.2](#).

5.3. MDG/RMU/GMU or LAF aligned medical unit CC reviews the TAA for approval.

5.3.1. TAA package provided to MDG/RMU/GMU CCs consists of:

5.3.1.1. Unsigned final draft of the TAA.

5.3.1.2. Legal reviews by the MDG/RMU/GMU or LAF aligned medical unit servicing legal office and AF/JACC (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 5](#)) prepared for MDG/CC, RMU/CC, or GMU/CC signature. All medical units or LAF aligned medical units without a MDG-level CC (i.e., Aeromedical Evacuation Squadrons), require a waiver from SGMED for TAA approval.

5.3.2. If approved, the Facility TAA Manager will route an approval memorandum (see [Attachment 5](#)) 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/Chief Nurse (SG5). **(T-1)** NGB/SG5 will update the TAA/MOU database for all ANG agreements.

5.3.4. RMUs must send the completed TAA package with all signatures to AFRC/SG. The AFRC/SG will receive access to and maintain oversight of the AFRC agreements in the official TAA/MOU database for all AFRC 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 which do not fall under DHA policy, can be renewed with no changes, renewed with amendments/revisions, or be terminated. If under the authority, direction and control of DHA, the TAA will need DHA approval in accordance with DHA policy. If the TAA is inactive (no 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 MDG/RMU/GMU or LAF aligned medical unit CC 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 MDG/RMU/GMU LAF aligned medical unit CC 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 route a termination memorandum signed by the MDG/RMU/GMU or LAF aligned medical unit CC 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 MDG/RMU/GMU or LAF aligned medical unit CC. After the review process is complete, the Facility TAA Manager will forward the approved TAA to SG1/7.

5.4.4. GMUs must send any documents updated during the TAA review to NGB/SG5. **(T-2)**

Chapter 6

REQUESTING WAIVERS

6.1. Waivers.

6.1.1. The MDG/RMU/GMU or LAF aligned medical unit 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 legal offices servicing the MDG/RMU/GMU or LAF aligned medical unit will assist in providing justification for a waiver request, if necessary. **(T-1)** Servicing installation-level judge advocate offices route waiver requests for an additional legal review to AF/JACC. Route waiver requests on behalf of the MDG/RMU/GMU for an additional legal review through AFRC/JA or respective NGB legal office. All waiver requests must be reviewed by AF/JACC prior to SGMED approval. **(T-2)**

6.1.2. The waiver request must:

6.1.2.1. 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.]

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

6.2. Legal Review for Waiver Requests.

6.2.1. AFRC/JA provides an initial legal review of waiver requests from RMUs and forwards the request and recommendation to AFRC/SG.

6.2.2. The ANG Wing legal office provides an initial review of waiver requests from GMUs. GMUs will then forward to NGB/SG5 for routing.

6.2.3. AFRC/SG and NGB/SG forward their reviews to the TAA waiver authority, SGMED. AF/JACC provides legal review of all waiver requests for SGMED.

6.3. Routing Waiver Package Requests.

6.3.1. Remaining items for waiver packages will be routed to usaf.afms.mbx.af-sgmed1-7-workflow@health.mil. **(T-1)** Documents required for waiver request approval include:

6.3.2. Unsigned final draft of the TAA.

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

6.3.4. CC's Endorsement Memorandum for Waiver Request (see [Attachment 4](#)).

6.3.5. AFRC/JA or NGB legal review (if any).

6.3.6. AF/JACC legal review (accomplished after and in addition to ARC judge advocate legal reviews).

6.4. Facility TAA Managers.

6.4.1. Responsible for forwarding the TAA/MOU with approved waivers once all signatures are obtained to SG1/7 at usaf.afms.mbx.af-sgmed1-7-workflow@health.mil (except GMU TAA Managers must also forward to NGB/SG5; see **section 5.4.4**).

JOHN J. DEGOES
Lieutenant General, USAF, MC, FS
Surgeon General

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

Title 10, *United States Code Section 1089*

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

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

Title 32, *United States Code Section 316*, 502-505

PL 114-328, *National Defense Authorization Act for Fiscal Year 2017*, Section 708, 23 December 2016

PL 115-232, *The John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Section 708, 13 August 2018

DoDD 5400.11, *DoD Privacy and Civil Liberties Program*, 29 January 2019

DoDI 6025.18, *Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule Compliance in DoD Health Care Programs*, 13 March 2019

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 51-302, *Medical Law*, 17 August 2018

AFI 33-322, *Records Management and Information Governance Program*, 23 March 2020

DAFMAN 90-161, *Publishing Processes and Procedures*, 18 October 2023

Defense Federal Acquisition Regulation Supplement, Subpart 237.73, *Services of Students at Research and Development Laboratories*, 26 March 2024

DHA-Interim Procedures Memorandum 23-002, *Training Agreements*, 12 June 2023

Adopted Forms

DAF Form 847, *Recommendation for Change of Publication*

Abbreviations and Acronyms

AFMAN—Air Force Manual

AFPD—Air Force Policy Directive

AFRC—Air Force Reserve Command

ANG—Air National Guard

ARC—Air Reserve Component

CC—Commander

CPT—Current Procedural Terminology

DAF—Department of the Air Force
DAFI—Department of the Air Force Instruction
DAFMAN—Department of the Air Force Manual
DHA—Defense Health Agency
DoD—Department of Defense
DoDD—Department of Defense Directive
DoDI—Department of Defense Instruction
GMU—Guard Medical Unit
JKSA—Joint Knowledge, Skills, and Abilities
LAF—Line of the Air Force
MDG—Medical Group
MOU—Memorandum of Understanding
MTF—Medical Treatment Facility
NGB—National Guard Bureau
PL—Public Law
RMU—Reserve Medical Unit
SJA—Staff Judge Advocate
TAA—Training Affiliation Agreement
USAF—United States Air Force
USC—United States Code

Office Symbols

AF/JACC—Air Force Judge Advocate Field Operating Agency; Medical, Tort and Personal Property Law Division
AF/SG—Headquarters Air Force Surgeon General
AF/SGE—Headquarters Air Force Workflow
AFRC/JA—Air Force Reserve Command Office of the Staff Judge Advocate
AFRC/SG—Air Force Reserve Command Office of the Command Surgeon
NGB/GC—National Guard Bureau Office of the General Council
NGB/SG—Air National Guard Medical Service Office of the Air Surgeon
NGB/SG5—Air National Guard Medical Service Chief Nurse
SG1/7—Force Development and Training Branch
SGMED—United States Air Force Surgeon General, Policy, and Resources Directorate

Terms

ARC—Air Force Reserve and ANG 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 Institution—A non-federal institution

DHA Enterprise—Components and activities under the authority, direction, and control of the DHA.

Legal Review—Legal reviews for Regular AF MDGs and LAF assigned medical units are provided by the designated base legal office. Legal reviews for the AF Reserve are provided by AFRC/JA. Legal reviews for ANG units are provided by their wing, state or NGB legal office. AF/JACC provides legal review of waiver requests.

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 USAF personnel.

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 personnel while training at the civilian institution under the terms of the TAA. Another substantial deviation is the refusal of the civilian institution to agree not to seek indemnification from the United States, USAF, and USAF personnel.

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, United States Code, Section 9401 and Defense Federal Acquisition Regulation Supplement, Subpart 237.72 provide authority and procedure for processing training services.

Attachment 2

SAMPLE TAA – USAF STAFF AT A NON-FEDERAL INSTITUTION FOR CLINICAL CURRENCY

Figure A2.1. Sample TAA – USAF Staff at a Non-Federal Institution for Clinical Currency.

TRAINING AFFILIATION AGREEMENT BETWEEN (USAF MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) AND (NAME OF AFFILIATING INSTITUTION)
I. Background:
1. This agreement is entered into by and between (USAF MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) hereafter referred to as “USAF Name of Unit” 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 U.S. Air Force 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 MDG/RMU/GMU or LAF aligned medical unit). Clinical currency 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 U.S Air Force 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 MDG/RMU/GMU or LAF aligned medical unit) 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 MDG/RMU/GMU or LAF aligned medical unit) 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.
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 will 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 MDG/RMU/GMU or LAF aligned medical unit) 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 MDG/RMU/GMU or LAF aligned medical unit) 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 MDG/RMU/GMU or LAF aligned medical unit) 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 will become the exclusive property of (name of affiliating institution) as applicable; the (USAF MDG/RMU/GMU or LAF aligned medical unit) will have no right or claim to such proceeds.

9. It is understood that the Air Force staff member must abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the (USAF MDG/RMU/GMU or LAF aligned medical unit) 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, United States Code, 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 USAF 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 MDG/RMU/GMU or LAF aligned medical unit)

Date: _____

By: _____

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

(Address of Institution)

Date: _____

By: _____

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

Attachment 3

SAMPLE TRAINING MOU – USAF STAFF/ TRAINEES AT A FEDERAL INSTITUTION

Figure A3.1. Sample Training MOU – USAF Staff/ Trainees at a Federal Institution.

<p>MEMORANDUM OF UNDERSTANDING BETWEEN (USAF MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) AND (NAME OF AFFILIATING FEDERAL INSTITUTION)</p>
<p>I. Background:</p>
<p>1. This agreement is entered into by and between (MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) and (Name and Address of federal affiliating institution).</p>
<p>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).</p>
<p>3. Under the terms of this agreement, (USAF MDG/RMU/GMU or LAF aligned medical unit) 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).</p>
<p>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.</p>
<p>II. Understanding: The parties acknowledge and agree to the following:</p>
<p>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</p>

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 MDG/RMU/GMU or LAF aligned medical unit) 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. 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 personnel 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.
6. In addition to other provisions of this agreement, the (USAF MDG/RMU/GMU or LAF aligned medical unit) specifically agrees to:
a. Provide faculty or staff members who will coordinate the Air Force personnel 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 personnel's 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.
7. It is understood that this agreement will be controlled by federal law. 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.
8. 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.
9. It is understood that Air Force-personnel will abide by the training institution's HIPAA policies. No protected healthcare information is anticipated to be exchanged between the (USAF MDG/RMU/GMU or LAF aligned medical unit) and (name of affiliating institution). Air Force personnel will not further use or disclose information outside of (name of affiliating institution). It is understood that Air Force personnel 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.
10. The terms of this agreement will commence as of the date signed by both parties and will continue until terminated by either party. Termination by either party will require that written notification 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 MDG/RMU/GMU or LAF aligned medical unit)

Date: _____

By: _____

(Signature and Title of Official Authorized to Approve Agreement for USAF MDG/RMU/GMU
or LAF aligned medical unit)

(Address of Institution)

Date: _____

By: _____

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

Attachment 4

SAMPLE COMMANDER'S ENDORSEMENT MEMORANDUM FOR WAIVER REQUESTS

Figure A4.1. Sample Commander's Endorsement Memorandum for Waiver Requests.

MEMORANDUM FOR HQ USAF/SGMED
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 MDG/RMU/GMU or LAF aligned medical unit) and (name of affiliating institution)

1. The attached TAA between (USAF MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) 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 or proficiency/readiness training of (specialty/category).
3. Our servicing Air Force 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. (CC must provide justification for the waiver or provide an additional attachment to the endorsement for justification)
5. The required documents for approval are attached. For questions contact _____.

Commander Name, Rank, USAF
XX MDG/CC (RMU/CC or GMU/CC or LAF
aligned medical CC)

Attachments

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

Attachment 5

SAMPLE COMMANDER'S APPROVAL MEMORANDUM PRIOR TO ROUTING FOR
TAA SIGNATURES**Figure A5.1. Sample Commander's Approval Memorandum Prior To Routing for Taa Signatures.**

MEMORANDUM FOR RECORD

SUBJECT: Training Between _____

1. I approve the attached training affiliation agreement (TAA) between (USAF MDG/RMU/GMU or LAF aligned medical unit not under DHA Enterprise) and (name and address of affiliating institution).
2. A training agreement was entered into by the following facilities (include point of contact (POC) info):
 - a. MDG/RMU/GMU (or federal institution) sending personnel, POC name, office symbol, contact info
 - b. Affiliating institution (federal or non-federal) receiving personnel, POC name, office symbol, contact info
3. The training type is:
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 (Air Force 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 and will send final, signed TAA and all associated documents to usaf.afms.mbx.af-sgmed1-7-workflow@health.mil.
8. I reserve the right to terminate this TAA if inadequate external workload data is returned or if tracking of external workload is not captured in the Medical Currency Application for Readiness Tracking tool and properly forwarded for readiness tracking.

Commander Name, Rank, USAF
XX MDG/CC (RMU/CC or GMU/CC or LAF
aligned medical CC))