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National Capital Consortium
UNIFORMED SERVICES UNIVERSITY
OF THE HEALTH SCIENCES
F. EDWARD HÉBERT SCHOOL OF MEDICINE
4301 JONES BRIDGE ROAD
BETHESDA, MARYLAND 20814-4799

MEMORANDUM OF AGREEMENT
AMONG
COMMANDER, WALTER REED ARMY MEDICAL CENTER WASHINGTON, DC
COMMANDER, NATIONAL NAVAL MEDICAL CENTER, BETHESDA, MD
COMMANDER, MALCOLM GROW MEDICAL CENTER, ANDREWS AFB, MD
DEAN, F EDWARD HÉBERT SCHOOL OF MEDICINE, USUHS, BETHESDA, MD

I. Background: This agreement is entered into among and between Walter Reed Army Medical Center, National Naval Medical Center, Malcolm Grow Medical Center, and F. Edward Hébert School of Medicine of the Uniformed Services University of the Health Sciences.

1. The parties to this agreement, have separately established and approved professional programs that are accredited by the Accreditation Council for Graduate Medical Education (ACGME). The parties separately fulfill Sponsoring Institution requirements as defined by the ACGME.

2. The Assistant Secretary of Defense (Health Affairs) has provided guidance that duplicative graduate medical education (GME) specialty training programs in the National Capital Area belonging to separate services be examined for integration.

3. It is to the benefit of the parties to this agreement, hereafter the Members, to form an inter-institutional GME Consortium, hereafter The Consortium for the purpose of jointly sponsoring and overseeing GME training programs.

II. Understanding: The Members acknowledge and agree to the following:

1. Nothing in this agreement shall be interpreted to mean or imply that The Consortium, in whole or in part, shall function other than in strict accord with applicable Service or DoD regulations and instructions, and the bylaws, rules and regulations of the participating instructions.

2. Other than as noted in Section II, Paragraph 1, the Members will conduct Consortium-related business in accordance with Consortium by laws.

3. When the residents of any Member are participating under this agreement at the facilities or another Member, the residents will be under the supervision of the officials of the facility wherein the training is taking place,, and will be subject to, and required to abide by all of that facility's rules and regulations.

4. There will be no compensation (beyond normal military compensation otherwise due to military members) paid to the residents of any Member of this agreement for their participation in these programs. The use of any member's facilities is for the purpose of the training described in this agreement, and no compensation will be paid for any incidental work benefits that accrue to any Member.

5. The programs described in this agreement are not intended to displace existing employees or impair existing contracts for services.

6. The Member military medical treatment facilities have mission-related requirements that could result in deployment or other activities impacting staff personnel for varying periods of time in support of military missions.

7. Members will:

a. Maintain an acceptable institutional accreditation status throughout the course of this agreement.

b. Make available the reasonable clinical and related facilities needed to train residents under this agreement. The extent and scope of facilities made available will be within the sole discretion of the Member institution where training takes place.

c. Arrange schedules that will not conflict with the orderly operation of the Member institutions.

d. Permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with the responsibility of accreditation.

8. Each Member agrees to:

a. Provide appropriate faculty or staff members who will be responsible for instruction and supervision of residents' clinical learning experiences.

b. Have faculty or staff members coordinate with the Program director the assignments that will be assumed by the resident and their attendance at selected conferences, clinics, courses and programs conducted under the direction of the party.

c. Provide and maintain accurate records and reports developed during the course of residents' clinical experience.

9. When any tort claim acts of a resident arises, the facility where the alleged act of the resident occurs will process, investigate, and arrange for the defense of the case. The staff judge advocate at the parent facility of the resident will be notified immediately of the name of the resident and the nature of the allegations, and will cooperate to the fullest extent possible with the other institution in preparing for and conducting the defense of any malpractice claim involving its residents.

10. It is expressly agreed that this written agreement, and the separately signed Bylaws of the Consortium, embody the entire agreement of the Members regarding the Consortium, and no other agreements relative to The Consortium exist between the Members except as therein expressly set forth. This agreement does not supersede any other inter-institutional agreements between the Members. The terms of this agreement will become effective immediate upon signature of all Members, and will continue until terminated as provided below. Members specifically reserve the right to make changes in regards to their own service or institution commitment based on mission changes. It is understood and agreed that any service Surgeon General or the Dean of the Uniformed Services University of the Health Sciences, F Edward Hébert School of Medicine will have the discretion to terminate this agreement, with respect to his or her specific service, institutional, or mission interest, at anytime he or she deems it necessary.

11. This agreement will be reviewed annually. Re-evaluation and re-negotiation of the provisions of this agreement may be initiated by any party at any time, and will be effected upon the approval of all Members.

H. L. TIMBOE
Date Major General, Medical Corps, United States Army
Commander, Walter Reed Army Medical Center

3.14.01
Acting
K. L. MARTIN
Date Rear Admiral, Nurse Corps, United States Navy
Commander, National Naval Medical Center

3/15/01
B. C. BRANNON
Date Brigadier General, United States Air Force, Nurse Corps
Commander, Malcolm Grow Medical Center

V. G. HEMMING, M.D.
Date Dean, F. Edward Hébert School of Medicine
Uniformed Services University of the Health Science