

**VA/DOD HEALTH CARE RESOURCE SHARING  
BETWEEN  
DEPARTMENT OF VETERANS AFFAIRS (VA)  
AND  
DEPARTMENT OF DEFENSE ACTIVE DUTY UNIT**

VA Network:

VISN XX: VA Health Care Network

VA Facility (or Facilities)

NAME and LOCATION of VA Health Care System

Department of Defense Active Duty Unit:

NAME and LOCATION

**A. Purpose:**

1. This agreement is entered into by and between the DOD NAME and LOCATION, hereafter “Active Duty Unit” and VISN and VA FACILITY NAME and LOCATION, hereafter the “VA Facility.”
2. The VA facility has authority to enter into this agreement under 38 U.S.C. Section 8111. DOD’s authority to enter into this agreement is pursuant to 10 U.S.C. Section 1104.
3. The specific nature of this agreement is to train Active Duty Unit personnel in clinical functions while utilizing work areas at the VA Facility over a period of two years from date of final approval signatures.
  - a. Approximate number of trainees: (sample)  
6 nurses (46N), 28 Medical Technicians (4N0), 8 Administration Technicians (4A0), 2 Physical Therapy Technicians (4J0), 3 Pharmacy Technicians (4P0), 2 Pharmacists (43P), 2 Radiology Technicians (4R0), 5 Physicians (44G, 44F, or 48G), 1 Physician’s Assistant (42G), 6 Laboratory Technicians (4T0), and 1 Laboratory Officer (43T).
    - 1) Nurses (46N) and Medical Technicians (4N0)
      - (1) Brief overview of functions to be accomplished:  
Observe and perform clinical skills including but not limited to blood administration, wound care, care of chest tubes, dressing changes, venipuncture for intravenous lines or blood draw, IV site care, vital signs, inserting nasogastric tubes or Foley catheters, tracheostomy care, Orthopedic pin care, traction, positioning, CPM, and general medical or surgical patient care and education.
      - (2) Work areas to be utilized:  
Medical and/or surgical ICU, ER, general medicine/surgical units, and other learning experiences within the facility as opportunities arise.

2) Administrative Technicians (4A0)

(1) Brief overview of functions to be accomplished:

Observe and perform the following inpatient administrative functions including but not limited to unit inpatient records, admission and disposition functions, collection of patient valuables, casualty assistance and processing of death certificates.

(2) Work areas to be utilized:

Admissions department, patient records or any other areas to meet learning experience needs.

3) Physical Therapy Technicians (4J0)

(1) Brief overview of functions to be accomplished:

Observe and perform clinical skills including but not limited to joint/soft tissue mobilization, casting/splinting, taping, gait training, wound care, burn care, dressing changes, orthopedic care, external fixators, bedside care, patient transfers and general patient education relating to physical medicine.

(2) Work areas to be utilized:

Physical Therapy, ICU, ER, general medicine/surgical units or any other areas to meet learning experience needs.

4) Pharmacists (43P)/Pharmacy Technicians (4P0)

(1) Brief overview of functions to be accomplished:

Inpatient pharmacy functions to include if available but not limited to review, preparation and verifying of: inpatient IV mixtures and unit dose oral medications, oncology pharmacy operations with appropriate / specialized preparation of chemotherapy, total parenteral nutrition mixtures, rounding among the inpatient wards to observe and perform pharmacy technician and pharmacist duties and other duties that would be appropriate and/or expand on duties in the pharmacy operations.

(2) Work areas to be utilized:

Inpatient pharmacy and outpatient pharmacy as appropriate, to include inpatient wards and necessary access to clinics as necessary to perform pharmacy related functions.

5) Radiology Technicians (4R0)

(1) Brief overview of functions to be accomplished:

Perform Computed Tomography (CT) scans to include administration of oral & IV contrast and perform diagnostic ultrasound procedures on patients of all age groups depending on the training of the MTF member rotating.

(2) Work Areas to be utilized:

CT and Ultrasound.

- 6) Physicians (44G, 44F, 44K, or 48G)
  - (1) Brief overview of functions to be accomplished:

Perform care and stabilization for emergency patients especially trauma and Acute Coronary Syndrome. Perform casting and cast care for fractures. Perform inpatient care and round on inpatients with medical staff if MTF member is credentialed.
  - (2) Work Areas to be utilized:

Physical Therapy, Emergency Room, ICU, and inpatient wards.
- 7) Physicians Assistants (42G)
  - (1) Brief overview of functions to be accomplished:

Perform basic emergency room care/stabilization and care of trauma patients.
  - (2) Work Areas to be utilized:

Emergency Room
- 8) Laboratory Officer (43T)/Laboratory Technicians (4T0)
  - (1) Brief overview of functions to be accomplished:

Observe blood deglycerization process, wash platelets, label units, special hematology stains procedures and interpretation, flow cytometry, bone marrow prep/smear, body fluid analysis, PT, PTT, mixing studies, d-dimer, coagulation factors, ABO grouping, Rh typing, antibody screen, antibody ID, donor unit selection, compatibility testing, DAT, elutions, cord blood testing, wound cultures, blood culture, stool culture, sputum culture, susceptibility testing, mycology, parasitology, blood gas analysis, high volume testing, immunochemistry, DFA/IFA, PCR, western blot testing methods. Perform and interpret microscopic examination for malarial smears and direct fecal fat exams.
  - (2) Work areas to be utilized:

Hematology, Coagulation, Blood Bank, Microbiology, Chemistry and Immunology Molecular diagnostics.

b. Time frame of training:

When assigned, each Active Duty Unit Staff Member will rotate for lengths of one day to two weeks of training and will work with a preceptor in designated specialty area. The Active Duty Unit and VA FACILITY will mutually agree on the number and assignment of trainees and number of training days prior to the beginning of each rotation.

4. It is in the best interest of the Active Duty Unit for trainees to use the facilities of VA Facility to receive their clinical experience. This clinical experience is an invaluable educational component of the [\[DOD BRANCH OR ACTIVE DUTY UNIT\]](#) medical readiness. It is to the benefit of the VA facility to receive and use the trainees' clinical experience and performance.

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

1. While performing clinical care and training at the VA facility the Active Duty Unit trainees will be under the control and supervision of facility officials for training purposes and will be subject to, and 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 Active Duty Unit as a result of this agreement. No VA stipend, fee, or salary may be provided to trainees under this agreement.
3. This training agreement 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 not exceed 10 at any one time with no more than 2 in any one specialty. The VAMC Director controls care at the facility. The VA Facility reserves the right to refuse acceptance of any trainee and/or bar any trainees when it is determined that further participation would not be in the best interest of the VA Facility. The Active Duty Unit shall be required to withdraw any Active Duty Unit person for unsatisfactory performance or behavior as determined solely by the VA Facility.
5. The VA Facility will not use Active Duty Unit's name in any of their publicity or advertising media regarding this agreement. However, the existence and scope of the program may be made known to trainees.
6. The terms of this agreement shall start as of the date signed by both parties and shall continue and remain in effect for 2 years. The agreement is subject to termination within 30 days written notice by either party.
7. In addition to other provisions in this agreement, the VA Facility 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 trainee's clinical learning experience. This will involve planning with the faculty or professional staff for the assignment of trainees to specific clinical cases and experiences, including attendance at selected conferences, clinics, courses, and programs conducted under the direction of the VA facility.
  - d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating Active Duty Unit trainees.
  - 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 Active Duty Unit's education programs.

- f. Provide emergency medical and dental treatment to Active Duty Unit trainees while at the VA Facility for training. The reasonable cost of such treatment will be paid by the Department of Defense.
8. In addition to other provisions of this agreement, the Active Duty Unit specifically agrees to:
  - a. Provide faculty or staff members, if possible, who will assist in the supervision of the trainee's clinical learning experiences.
  - b. Have the faculty or staff member coordinate with the designated VA Facility 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 the VA Facility.
  - c. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experience.
  - d. Comply with all VA Facility's rules and applicable instructions, including those applicable to licensure, credentialing, granting of clinical privileges, participate in VA hospital orientation appropriate to their position during VA orientation class times, reporting of adverse events or malpractice payments, and other professional matters.
  - e. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.
  - f. Prohibit trainees from publishing any materials developed as a result of their clinical experience that has not been approved for release, in writing, by the Active Duty Unit and the VA Facility.
9. It is understood and agreed that the VA Facility will generate professional bills for services rendered by the Active Duty Unit trainees. Proceeds from these professional bills will become the exclusive property of the VA Facility, and the Active Duty Unit shall have no right or claim to such proceeds.
10. It is understood that the Active Duty Unit trainee shall abide by the Health Insurance Portability and Accountability Act (HIPAA) and VA's policies. No protected healthcare information is anticipated to be exchanged between the Active Duty Unit and the VA Facility. It is understood that the Active Duty Unit staff member is considered a member of the VA Facility'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.
11. While performing services pursuant to this agreement, the Active Duty Unit trainees remain "employees" of the United States (within the meaning of the Federal Tort Claims Act) 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 its defense and immunities available to the United States, will apply to allegations of negligence or wrongful acts or omissions by the Active Duty Unit trainee while acting within the scope of duties pursuant to this agreement.

12. It is agreed that all claims arising out of the activities under this agreement, including those alleging negligent acts or omissions by Active Duty Unit trainees, shall be processed by the VA Facility. Processing of the claim shall include final settlement. Active Duty Unit agrees to cooperate in providing information, documentation, and access to any witness under its control in assistance of evaluating and resolving said claim.

13. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this agreement, 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 signed by both parties.

14. Dispute Resolution:

- a. Both parties agree, to the extent possible, to resolve all disputes under this agreement at the lowest possible level. All disputes will be submitted in writing to the other party.
- b. Final disposition of the dispute lies within the authority of the Parties' signatory's, or his/her delegate, to this agreement;
- c. If no resolution can be reached, the Parties may seek the services of a third party neutral, an Administrative Judge from the Civilian Board of Contract Appeals or Armed Services Board of Contract Appeals to assist in resolution of the dispute, with each side to bear an equal share of any costs.

15. Priority of Care:

No service provided under this agreement, as determined by the head of the providing facility, will adversely affect the range of services, quality of care, or the established priorities for care provided to the primary/core beneficiaries of the party providing services under this agreement.

\_\_\_\_\_  
DOD NAME and TITLE  
ADDRESS

\_\_\_\_\_  
Date

\_\_\_\_\_  
VA FACILITY NAME and TITLE  
ADDRESS

\_\_\_\_\_  
Date

---

NAME

VISN

Network Director

---

Date