



DEPARTMENT OF THE NAVY

NAVAL MEDICAL CENTER  
620 JOHN PAUL JONES CIRCLE  
PORTSMOUTH, VIRGINIA 23708-2197

IN REPLY REFER TO:

NAVMEDCENPTSVAINST 5420.2F

1204

03 APR 2001

NAVMEDCENPTSVA INSTRUCTION 5420.2F

Subj: GRADUATE MEDICAL EDUCATION

Ref: (a) NAVMEDCENPTSVAINST 5450.1E  
(b) BUMEDINST 1524.1A  
(c) BUMEDINST 6010.17A  
(d) NAVMEDCENPTSVAINST 5112.2D  
(e) BUMEDINST 1520.31C  
(f) SECNAVINST 6300.3  
(g) NAVMEDCENPTSVAINST 1050.1D

Encl: (1) Graduate Medical Education Performance Standards  
(2) Graduate Medical Education Program and Change Proposal Format  
(3) Trainee Agreement with Naval Medical Center, Portsmouth and Trainee Agreement Elements  
(4) Academic Affairs Department Counseling Form  
(5) Graduate Medical Education Consent and Release From Liability  
(6) Memorandum of Understanding (MOU) Sample  
(7) Internal Review Summary  
(8) Internal Review Report Format

1. Purpose. To publish policies, procedures, and standards governing administration of Graduate Medical Education (GME) at Naval Medical Center (NAVMEDCEN), Portsmouth per references (a) through (d).

2. Cancellation. NAVMEDCENPTSVAINST 5420.2E

3. Scope. This instruction applies to the core hospital only.

4. Background

a. Conducting GME is an integral part of the mission of NAVMEDCEN Portsmouth, Virginia. The Commander will establish and implement institutional policies that affect all GME training programs regarding the quality of education, resources, and work environment for the trainees in each program.

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b. NAVMEDCEN's medical and dental GME programs will strictly adhere to standards of the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Accreditation Council for Graduate Medical Education (ACGME), and American Dental Association Commission on Accreditation (ADACA). Programs will provide training that satisfies the certification prerequisites of respective American Specialty Boards.

c. GME Program trainees practice in an academic environment. As house staff, they are not granted clinical privileges in their training specialty and will not be held to the standards of fully privileged healthcare providers. GME trainees do NOT enjoy the same rights afforded to fully privileged healthcare providers. They will not be assigned to perform Judge Advocate General Manual (JAGMAN) investigations or command inquiries without the cognizant program coordinator's consent, and then only under unusual circumstances.

5. Action

a. Commander

(1) Ensure that all programs conducted within the command comply with current Bureau of Medicine and Surgery (BUMED) and ACGME policies and requirements.

(2) Appoint a GME Committee and Director, Medical Education/Academic Affairs.

(3) Provide a suitable environment and administrative support for GME programs and professional activities.

(4) Ensure good order and discipline within the command.

(5) Require that only quality healthcare be delivered.

(6) The final NAVMEDCEN authority for the enforcement of reference (c).

b. Director, Medical Education

(1) A Medical Corps Officer appointed by the Commander; may be the Deputy Commander.

(2) Serve as principal GME advisor to the Commander, and Chairman, GME Committee.

(3) Ensure the GME Program meets all relevant accreditation and professional guidelines, requirements, and directives. Director, Medical Education will "exercise oversight and review of accreditation status of all hospital GME programs and ensure GME issues are fully staffed", per reference (e).

(4) Monitor the evaluation process for physicians enrolled in GME. See enclosure (1).

(5) Provide general oversight to GME programs; review all GME correspondence to/from ACGME/Residency Review Committee (RRC) or other agencies.

(6) Provide GME liaison with affiliated medical institutions for out-service education.

(7) At the discretion of the Commander, an Executive Council of the GME Committee may be appointed. This council will assist the GME Committee in carrying out its functions. Director, Medical Education will be the Chairman. This committee will consist of senior members of the GME Committee. This committee will meet when the entire GME Committee is unable to meet on short notice.

(a) Ensure programs and program changes are documented on enclosure (2).

(b) Director, Medical Education is a member of the Medical Education Policy Council (MEPC) per reference (e).

(8) Ensure the training environment is conducive to quality medical education training. This includes adequate meal selection, adequate technology that will allow the trainee to access learning resources, laundry services of scrub attire (only), and ensure there is an adequate number of call rooms to support the house staff. In addition, each trainee will be made aware of command policies concerning benefits, services, counseling, medical support, financial support, leave policies, and grievance procedures (enclosure (3)).

c. Intern Coordinator

(1) A fully credentialed physician appointed by the Commander who serves as Chairman of the Intern Advisory Committee and Institutional Coordination Committee.

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(2) Review all interns' fitness reports prior to submission. This is done to ensure balanced grading when one category intern is compared to another (e.g., medicine and surgical interns are graded similarly as a group).

(3) Schedule and coordinate intern activities with assistance from the Institutional Coordination Committee and review by the Director, Medical Education.

(4) May recommend to the GME Committee the probation or dismissal of interns whose performance is unsatisfactory as documented on the Academic Affairs Counseling form, enclosure (4).

(5) Coordinate rotation assignments for interns with approval by the GME Committee.

d. GME Trainees

(1) Participate fully in educational and scholarly activities of the program, and assume responsibility for teaching and supervising other residents, interns, and students, as appropriate.

(2) Provide the Academic Affairs Department with copies of their medical school diplomas, final medical school transcripts, other records or certificates documenting any and all residencies, internships, fellowships, graduate training, or similar training within 3 months of reporting to NAVMEDCEN. In addition, a signed Consent and Release from Liability form, enclosure (5), is needed to facilitate the verification of all references.

(3) Carry out the duties and responsibilities in the Medical Staff Policy and Procedures Instruction (reference (d)), and all applicable regulations referred to in and by enclosure (3).

(4) Develop a personal program of self-study and professional growth under the teaching staff's guidance.

(5) Participate in safe, effective, compassionate patient care under supervision, commensurate with their current level of training.

(6) Attend meetings and participate in NAVMEDCEN committees, especially those relating to patient care issues and process improvement, as directed.

(7) Provide, at least annually, a critique of the GME Program for review by the Program Director. Utilize the methods (e-mail, website, suggestion box) of submitting suggestions, complaints, recommendations, concerns, and any other issues that may be of concern or that would enhance their educational experience at NAVMEDCEN Portsmouth.

(8) Refrain from all "moonlighting" activities. NOTE: Unauthorized moonlighting may lead to immediate dismissal from the training program.

(9) Comply with all Quality Assessment/Risk Management/Utilization Review/Credentialing requirements, to include maintenance of an Individual Credentials File (ICF) and the update of certifications. Participate in Performance Improvement initiatives at the hospital and command-supported committees that affect the educational experience of trainees.

e. Program Directors

(1) Senior Medical Corps, Dental Corps, or Medical Service Corps Officers appointed by the Commander to develop plans designed to meet NAVMEDCEN's mission while maintaining compliance with institutional policies fulfilling specific requirements of the appropriate RRC, ACGME, or ADACA. The GME Committee will review plans.

(2) Evaluate progress of trainees assigned to their programs, provide periodic evaluations, and make recommendations as to the advancement of residents.

(3) Report trainees' discrepancies or deficiencies with recommendations for corrective actions to the GME Committee for major/significant counseling, complaints, disciplinary infractions, academic shortcomings, excessive absences from training, or physical or medical problems which might impact upon their performance or successful completion of the training program. Actions may include probation or dismissal.

(4) Ensure due process during potentially adverse administrative reviews of interns, residents, and teaching staff.

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(5) Develop the curriculum, trainee performance standards, and trainee supervision policies and procedures. This will be maintained in a program description that will be available to each trainee. The program description will also describe the goals and objectives, resources available (benefits, meals, laundry, library, technology), and command systems training. Each program will incorporate the following into the curriculum: ethics, socioeconomic, medical/legal, and cost-containment issues that affect GME and medical practice.

(6) Provide each trainee with an orientation to the training program. This will include the items listed above in paragraph 5e(5). Academic Affairs Department will ensure review of the Trainee Agreement Elements, enclosure (3), upon check-in to the command using references (a) through (g).

(7) Report all disciplinary infractions, violations of the Uniform Code of Military Justice, or any other misconduct to the Commander via the Head, Legal Department. Normally, minor infractions will be processed and disposed of by the GME Committee within the context of the training discipline. Serious infractions will be disposed of via military justice channels. Where there is doubt as to the appropriate course of action, the matter must be referred to the Head, Legal Department. Input/recommendations will be sought from the Director, Medical Education and GME Committee at the earliest possible time.

(8) Ensure that each trainee is notified, in writing, if a program will be withdrawn or closed as soon as the institution is notified of a change from higher echelon. In addition, it is the responsibility of the Program Director to assist the trainee in finding another program to complete training.

(9) Route all correspondence to/from the ACGME/RRC, Medical Education Policy Council, or other outside agencies via the department head, appropriate director, and Director, Medical Education. All changes, additions, and reporting will be documented on enclosure (2) and sent to the Commander via the Medical Director or Deputy Commander. The change will then be sent to the Naval School of Health Sciences (NSHS).

(10) Ensure adequate supervision of each trainee at each level of the program. All on-call schedules for the teaching staff will ensure available consultation and supervision.

(11) Ensure duty hours are consistent with the institutional and RRC requirements. A written policy will ensure adequate experience for the specialty/subspecialty, foster resident education, and facilitate patient care.

(12) Ensure the training program at an affiliate institution is in keeping with the quality of the institutional program. Each Program Director will use the sample Memorandum of Understanding (MOU), enclosure (6). Information and instruction must be added to the MOU sample to meet the individual ACGME Program requirements.

f. GME Committee

(1) Membership

(a) Chairman. Director, Medical Education

(b) Permanent Voting Members

Director, Medical Education  
Program Director, Anesthesiology  
Head, Clinical Investigation and Research  
Department  
Program Director, Dental Department  
Program Director, Emergency Medicine Department  
Program Director, Internal Medicine Department  
Program Director, Obstetrics and Gynecology  
Department  
Program Director, Orthopedic Department  
Program Director, Otolaryngology Department  
Program Director, Pediatrics Department  
Program Director, Psychiatry Department  
Program Director, Psychology Department  
Program Director, Surgery Department  
Program Director, Transitional Intern Program  
Interns  
Residents  
Command Intern Coordinator

(2) Meet at least quarterly, but generally monthly or more often at the Chairman's call. Each member is appointed, in writing, by the Commander. Intern and resident representatives will also be appointed by the Commander after being nominated by their peers to the program directors. All members will be voting members.

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(3) Provide a forum for review, discussion, and the formulation of recommendations concerning GME.

(4) Conduct an internal review of each GME program. The review will be conducted midway between the last RRC review and the next scheduled RRC visit. The review will be summarized using enclosure (7). A full report will follow the outline of enclosure (8) and be presented to the full committee during the next scheduled meeting. The GME Committee will monitor each program, follow problem areas, and ensure assistance to program directors as needed. The review will identify areas of concerns, and to monitor those requiring corrective action and to assess the following:

(a) Attainment of written goals and objectives both within the clinical departments and NAVMEDCEN.

(b) Quality of training.

(c) Resource allocation.

(d) Compliance with institutional policies and the requirements of the relevant ACGME Review Committee.

(5) Promote educational policies, programs, and new or amended professional standards.

(6) Nominate a staff physician to be the Intern Coordinator.

(7) Assist in the preparation of professional seminars and courses.

(8) Review, act upon, and record probationary recommendations concerning interns and residents per enclosure (2).

(9) Review and make recommendations to the Commander regarding integral parts of the GME programs conducted with private and public sector educational institutions.

(10) Review the allocation of resources for postgraduate and continuing medical education programs for teaching staff and residents.

g. Intern Advisory Committee

(1) Membership

(a) Chairman. Intern Coordinator

(b) Permanent Members

Advisor, Internal Medicine Department  
Advisor, Obstetrics and Gynecology Department  
Advisor, Surgery Department  
Advisor, Psychiatry Department  
Advisor, Pediatrics Department  
Advisor, Transitional Intern Program  
Senior Intern

(2) Meet at least monthly or more at the Chairman's call.

(3) Review interns' progress.

(4) Review rotational educational goals and curriculum, which must be submitted by all services on which interns rotate.

(5) Make plans to coordinate intern activities.

(6) Ensure that off-service interns are given similar duties and responsibilities as categorical interns and that off-service interns do not dilute the experience of categorical interns.

(7) Prepare intern rotation schedules.

(8) Provide for interviews and evaluation of intern applicants.

(9) Provide minutes of meetings to the Director, Medical Education.

h. Institutional Coordination Committee

(1) Membership

(a) Chairman. Intern Coordinator

(b) Permanent Members

Transitional Year Program Director  
Assistant Transitional Program Director  
Advisor, Internal Medicine Department  
Advisor, Obstetrics and Gynecology Department  
Advisor, Surgery Department  
Advisor, Psychiatry Department  
Advisor, Pediatrics Department  
Senior Transitional Intern  
Representative, Board of Directors

(2) Meet quarterly or more often at the Chairman's call.

(3) Provide minutes of meetings to the Director, Medical Education.

(4) Responsibilities

(a) Recommend policies to the command regarding educational content and allocation of resources.

(b) Assure quality care provided by Transitional Interns is the equivalent to that expected of PGY-1 categorical interns.

(c) Monitor the impact of the Transitional Internship on the categorical programs to assure that there is no compromise of education resources.

(d) Review, semi-annually, Transitional Internship performance with the Program Director and the intern's assessment of the component of the transitional year to include the faculty.

(e) Assure, within acceptable standards of medical care, that the educational opportunities provided the transitional interns are equivalent to those provided PGY-1 categorical interns.

(f) Assure that the quality of education provided by the non-accredited components of the program is comparable to that provided in the accredited components.

(g) Approve the curriculum of each transitional intern, which has been planned with the Program Director per the individual needs of the intern and the special requirements of the transitional year.

(h) Assure that the Transitional Year Program undergoes a periodic internal review once every 2 to 3 years.

(i) Maintain records documenting the committee's activities for each of the above requirements and have copies of these records available to the Transitional Year Review Committee.

i. Academic Affairs Department

(1) Ensure that each resident and intern is given a copy of the Trainee Agreement, enclosure (3). Each area of the agreement will be thoroughly reviewed with the trainee, questions answered, and resources identified. The agreement will be signed by the trainee and Academic Affairs Official, with a copy given to the trainee and a copy filed for use by the Director, Medical Education.

(2) Follow established procedures and written guidelines pertinent to GME training.

(3) Maintain records on all medical students, interns, and residents for NAVMEDCEN Portsmouth. Collect data on trainees that will allow the GME Committee to track trends and review institutional program outcomes. Manage the data collection tool that will allow the institutional tracking of the program's criteria, agreements, trainees, staff, etc.

(4) Provide administrative support (minutes, tracking, correspondence, etc.) for the GME, Intern Advisory, and Institutional Coordination Committee meetings. Plan the agenda, provide training on new/updated regulations/policies, and provide "GME Monitors". Responsible for committee documentation.

(5) Track and monitor the requirement for, and performance of, timely internal reviews.

(6) With advice from Director, Medical Education, prepare for the successful completion of the periodic institutional review.

(7) Track and oversee the periodic residency review committee visits of each training program, and monitor the accreditation status of each program.

(8) Communicate regularly with the Director, Medical Education and Intern Advisor with regard to all GME matters. Provide support, when requested.



R. E. BOZMAN  
Deputy

Distribution:  
NAVMEDCENPTSVAINST 5215.1D (List B)

## GRADUATE MEDICAL EDUCATION PERFORMANCE STANDARDS

1. General. Naval medical officers enrolled in Navy-sponsored graduate medical education (GME) programs may be suspended, placed on probation, or terminated for any of the following reasons:

- a. Individual request for voluntary withdrawal.
- b. Unacceptable moral or ethical conduct.
- c. Violation of Navy disciplinary or administrative standards.
- d. Less than satisfactory academic or professional progress or performance.
- e. Prolonged absence from the program.
- f. National emergencies.

2. Individual Request for Voluntary Withdrawal. Trainees may submit a written request to voluntarily withdraw from their training program to the Commanding Officer, Naval School of Health Sciences (NSHS) via their GME program director and the Commander. Such requests may be tendered when unacceptable moral or ethical conduct may lead to involuntary dismissal. The cognizant program director must endorse the request and state the circumstances of the voluntary withdrawal request and whether progress has been satisfactory up until the time of resignation. Upon notification of withdrawal, NSHS will notify the Bureau of Naval Personnel (BUPERS) and BUMED that the trainee is available for reassignment.

### 3. Inadequate Academic or Professional Progress/Performance

a. Remedial, Non-Adverse Action. GME programs require flexibility in program structure and methodologies. Program directors will, through frequent evaluation of trainees' performance, identify trainees whose academic or professional performance is not meeting the milestones for that specialty. Trainees will be given counseling and assistance to overcome noted deficiencies. Remedial actions will be taken and documented by program directors before more serious actions are initiated. These discretionary actions will be thoroughly discussed with the trainee and documented in his/her training

record. The Program Director will consider the appropriateness of recommending a medical and/or psychological evaluation for a trainee with persistent performance problems.

b. Summary Action to Restrict or Suspend Training Status.

If information is received that indicates (1) improper, unethical, or unprofessional conduct by the trainee, (2) conduct likely to adversely affect the trainee's ability to engage in patient care activities, or (3) substandard patient care by the trainee, the Program Director will immediately investigate and either suspend the trainee's patient care activities or document confidence in the trainee. If the trainee's patient care activities are suspended, within 5 days the Program Director will make recommendations for action to the Executive Council of the GME Committee and/or GME Committee. A hearing following paragraph 5, below, will be convened to consider appropriate action.

c. Probation or Termination. If the Program Director, Director, Medical Education, or GME Committee becomes aware of unsatisfactory progress, disciplinary problems, or other circumstances warranting review, but not warranting summary action as discussed above, and problem has not been resolved through remedial or non-adverse action, the matter will be referred to the Executive Council of the GME Committee and/or GME Committee. The Executive Council of the GME Committee and/or GME Committee may recommend no action be taken, recommend non-adverse remedial action, or recommend probation or termination from the program. The Commander will approve or disapprove the recommendations of the GME Committee and provide a summary report to NSHS.

d. Probation. The trainee may be placed on probation by action of the Executive Council of the GME Committee and/or GME Committee. The purpose of academic probation is to impress the trainee with the seriousness of his/her deficiency or misconduct and to give the trainee the opportunity to correct those deficiencies. Probation will be documented by written notice informing the trainee of deficiencies, acts, omissions, or circumstances for which the probationary status is imposed, duration of the probation, and specific recommendations to assist the trainee in overcoming the problem or problems. The duration of probation will normally be for 3 to 6 months. If satisfactory progress is demonstrated, probationary status may be removed by the Commander upon the recommendation of the Executive Council of the GME Committee and/or GME Committee. If adequate progress has not been demonstrated, the Executive

Council of the GME Committee and/or GME Committee may recommend termination or an additional period of probation. Trainees who fail to demonstrate adequate progress after two consecutive periods of probation will normally be recommended for termination. A period of time equal to the probationary status may be added to the time required for completion of the program. Any extension of training must be submitted via the chain of command for approval per paragraph 10 of this enclosure.

e. Termination. This is the most serious action that can be recommended by the Executive Council of the GME Committee and/or GME Committee. Recommendations for termination of training must be made when deficiencies in performance or behavior persist despite documented efforts to correct the problem through remedial, non-adverse, or probationary procedures; in cases where continuation in training presents a hazard to patients; or when serious unethical or unprofessional conduct is involved.

4. Prolonged Absence from the Program. Under ordinary circumstances, brief periods of absence due to illness, temporary additional duty, or leave can be accommodated provided that training requirements and milestones are met or made up in a satisfactory manner. In instances where there is excessive/prolonged absence, the Program Director will investigate the circumstances and recommend, with GME Committee concurrence, necessary action which may cause a delay in completion or termination of the program. NSHS must be notified of all such recommendations via the chain of command.

5. Hearing Right. A trainee who has received notice of a recommendation for delay in completion, termination of training, or has had patient care activities summarily suspended may request review of the action by the Executive Council of the GME Committee and/or GME Committee. The trainee has 10 days from the date the recommendations are delivered to submit a written request to the Director, Medical Education, seeking an Executive Council of the GME Committee and/or GME Committee review. Failure to request an Executive Council of the GME Committee and/or GME Committee review hearing, in writing, constitutes a waiver by the trainee of his/her right to review. Review hearing proceedings are not bound by the formal rules of evidence or a strict procedural format. The Executive Council of the GME Committee and/or GME Committee may question witnesses and examine documents, as necessary. The trainee is entitled to adequate notice of the hearing and a meaningful opportunity to respond. This will include the right to be present at the

hearing. If the trainee cannot be present and a reasonable delay would not make it possible for the trainee to attend, then the Commander may authorize the hearing to be held in the trainee's absence.

a. When the trainee is to be present at the hearing, the following rights apply:

(1) Right to waive the hearing.

(2) Right to obtain notice of the grounds for the action.

(3) Right to obtain copies of documents to be considered by the Executive Council of the GME Committee and/or GME Committee.

(4) Right to know who will testify at the hearing.

(5) Right to military counsel or to secure civilian counsel at his/her own expense. NOTE: The presence of counsel at the hearing is not an absolute right. Counsel may be excluded from the hearing if counsel's presence unduly impedes the hearing.

(6) Right to present evidence at the hearing.

(7) Right to cross-examine adverse witnesses.

(8) Right to make a statement in his/her own behalf.

b. When authorization has been given for the hearing to be held in the absence of the trainee, the following rights apply:

(1) Right to obtain notice of the grounds for the action.

(2) Right to obtain copies of documents to be considered by the Executive Council of the GME Committee and/or GME Committee.

(3) Right to know who will testify at the hearing.

(4) Right to waive the hearing.

(5) Right to secure civilian counsel or other hearing representative at his/her own expense. Counsel or a representative may present evidence at the hearing and cross-examine adverse witnesses on behalf of the trainee. NOTE: The presence of counsel or a representative is not an absolute right. Counsel or a representative may be excluded from the hearing if counsel or the representative unduly impedes the hearing.

(6) Right to make a statement in his/her own behalf.

c. The trainee will receive notice of these rights; such information is delivered to the trainee personally or sent by registered or certified mail, return receipt requested.

d. A record of the proceedings will be preserved.

e. The Executive Council of the GME Committee and/or GME Committee should expeditiously review all evidence received at the hearing. After evidence has been reviewed, the voting members of the Executive Council of the GME Committee and/or GME Committee will deliberate in secret and determine, by majority vote, the action to be recommended to the Commander and prepare a summary of the information considered. The Commander will review the Executive Council of the GME Committee and/or GME Committee's proceeding and recommendations, and forward the summary report and recommendations with his/her own comments and recommendations to NSHS. Chief BUMED will then approve, modify, or disapprove the recommendations and order appropriate action.

6. Failure of Due Course to be Selected for Promotion to the Next Higher Officer Grade. If a reserve officer of any grade or a regular officer below the grade of commander, of due course, twice fails to be selected for promotion to the next higher pay grade, training status may be terminated and he/she may be released from active duty following BUPERS policy and Defense Officer Personnel Manpower Act (DOPMA) guidance.

7. National Emergency. In the event of national emergency and mobilization, training programs may be suspended or terminated and personnel reassigned to meet the needs of the Navy and the national defense.

8. Full-Time Out-Service Training. Trainees in full-time out-service training in civilian institutions will be subject to the provisions of that institution's due process procedures. All actions which would delay completion of training or lead to

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termination of training will be reported to NSHS by the cognizant program coordinator and/or appropriate authority at the training institution.

9. Reinstatement to GME Programs

a. Medical Corps officers who have withdrawn from a training program due to hardship, illness, or needs of the Navy may apply for reinstatement.

b. Medical Corps officers terminating a program for any other reason may apply for further education only after a period of evaluation in a utilization assignment, unless immediate reassignment into GME is in the best interest of the Navy. Ordinarily, this will be for a period of at least 1 year. Applications for reinstatement must be forwarded via the chain of command to NSHS.

10. Extensions and Assignments. Assignments to all GME programs and extensions of training are controlled by NSHS. NSHS is the approval authority for all extensions, subject to the concurrence of BUMED and BUPERS.

GRADUATE MEDICAL EDUCATION  
PROGRAM AND CHANGE PROPOSAL FORMAT

1. Specialty Program: Site:
2. Action Officer: Date:
3. Proposal: (Short title for this proposal.)
4. Issue: (Why is this a current issue?)
5. Problems: (What are the reasons a change is needed?)
6. Background: (What is the historical context?)
7. Alternative Considered: (How could this issue be addressed?) Include positive and negative impacts on each of the following:
  - a. Requirements. Billets, manpower, and funds. (Use Business Case Analysis, where appropriate.)
  - b. Service Needs
    - (1) Other training programs.
    - (2) Current and future trainees.
    - (3) Detailing process.
    - (4) Accreditation.
    - (5) Full-time in-service, full-time out-service, and other federal institution and deferment programs.
    - (6) Faculty profile.
8. Action Recommended: (Which alternative should be chosen and why is it justified?)
9. Implementation Plan: (What is the proposed plan of action and milestones?)

Date

MEMORANDUM

From:

To: Director, Medical Education

Subj: TRAINEE AGREEMENT WITH NAVAL MEDICAL CENTER, PORTSMOUTH

Encl: (1) Trainee Agreement Summary Sheet  
(2) NAVMEDCENPTSVAINST 5112.2D  
(3) NAVMEDCENPTSVAINST 5420.2F

1. I hereby acknowledge that I have received a copy of the Trainee Agreement Summary Sheet (enclosure (1)), Medical Staff Policy and Procedures (enclosure (2)), and Graduate Medical Education instruction (enclosure (3)). I agree to be bound by each document.

2. Per enclosures (2) and (3), I agree to the following:

a. To refrain from any financial inducements related to patient referral.

b. To provide for the continuous care of patients.

c. To seek consultation whenever necessary.

d. To refrain from participating in off-duty remunerative civilian employment (i.e., "no moonlighting").

3. The Academic Affairs Official has reviewed the Trainee Agreement Summary Sheet (enclosure (1)) with me, answered all my questions, and I am aware of the resources available to me.

4. I understand that a violation of this agreement, enclosures (2) and (3), or any other NAVMEDCEN or departmental directive may result in action taken by the GME Committee, administrative action, or disciplinary action under the Uniform Code of Military Justice (UCMJ).

\_\_\_\_\_  
Trainee Signature

\_\_\_\_\_  
Academic Affairs Official Signature

Copy to: GME Training File  
Trainee's Department Head  
Trainee

Enclosure (3)

**Trainee Agreement Elements**

Pertinent Areas of Review	Resource information for trainee. The resources are available on the NAVMEDCEN intranet, in the department listed, or from your Program Director	Initial element when reviewed and questions answered.
1. Financial Support for the Resident	Customer Support Desk, Portsmouth <a href="http://www.dfas.mil">http://www.dfas.mil</a>	
2. Vacation Policies	NAVMEDCENPTSVAINST 1050.1D <a href="http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1050_1D.pdf">http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1050_1D.pdf</a> NAVMEDCENPTSVAINST 5420.2F	
3. Insurance: Liability, Disability, Health	SECNAV 6300.3 10 USC 1089(a), 1089(f)	
4. Parental Leave of Absence Benefits, Sick Leave, Professional Leave of Absence Benefits	NAVMEDCENPTSVAINST 1050.1D <a href="http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1050_1D.pdf">http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1050_1D.pdf</a> OPNAVINST 6000.1A	
5. Leave of Absence Policy	BUMEDINST 1524.1A <a href="http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf">http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf</a>	
6. Policy on Effect of Leave for Satisfying Completion of Program	BUMEDINST 1524.1A <a href="http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf">http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf</a>	
7. Conditions for Living Quarters, Meals, Laundry	OPNAVINST 11101.13J NAVMEDCENPTSVAINST 1020.1C <a href="http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1020_1C.pdf">http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/1020_1C.pdf</a>	
8. Counseling, Medical, Psychological Support Services	Psychology Department OPNAVINST 5350.4C	
9. Policy on Physician Impairment and Substance Abuse	OPNAV 5350.4C <a href="http://neds.nebt.daps.mil/5350.htm">http://neds.nebt.daps.mil/5350.htm</a> SECNAVINST 5300.28C	
10. Residents' Responsibilities	Program Orientation <a href="http://nmcp-intranet.mar.med.navy.mil/md/00B4/index.htm">http://nmcp-intranet.mar.med.navy.mil/md/00B4/index.htm</a>	
11. Duration of Appointment	Military Orders, NAVMEDCENPTSVAINST 5420.2F <a href="http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/5420_2F.pdf">http://nmcp-intranet.mar.med.navy.mil/dfa/intranet/0209/pdf/directives/5420_2F.pdf</a>	
12. Conditions for Reappointment	Military Orders Specific Program Manual	
13. Policy on Professional Activities Outside of Program	BUMEDINST 1524.1A <a href="http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf">http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf</a>	
14. Grievance Procedures, Harassment (Gender, Race)	SECNAVINST 5300.26C NAVMEDCENPTSVAINST 5420.2F BUMEDINST 1524.1, NAMEDCENPTSVAINST 5354.2D NAVMEDCEN EEO Homepage. <a href="http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf">http://navymedicine.med.navy.mil/instructions/external/1524_1A.pdf</a>	

Resources:	Command Resident Handbook – under construction	
Legal Department	Judge Advocate General Representative, Building 215, 2 <sup>nd</sup> floor	
Psychiatry Department	Building 215, 1 <sup>st</sup> floor	
Academic Affairs	Building 215, 2 <sup>nd</sup> floor	
Director, Medical Education	Building 215, 2 <sup>nd</sup> floor	
Medical Staff Department	Building 215, 1 <sup>st</sup> floor	

Date

Academic Affairs Department  
Counseling Form

Counseling Session # \_\_\_\_\_

Individual Present:

Areas of Deficiency Discussed:

Corrective Measure Recommended:

Warning (Indicate whether for probation or termination):

Trainee Comments:

Corrective Action and Plan:

\_\_\_\_\_  
Counselor Signature

\_\_\_\_\_  
Trainee Signature

GRADUATE MEDICAL EDUCATION  
CONSENT AND RELEASE FROM LIABILITY

For the exercise of specific clinical privileges, I hereby authorize Naval Medical Center (NAVMEDCEN), Portsmouth, its medical staff, and representatives to consult with administrators and members of the medical staffs of other hospitals or institutions with which I have been associated, and with others, including past and present malpractice carriers, who may have information bearing on my professional competence, character, and ethical qualifications.

I hereby further consent to the inspection by NAVMEDCEN, its medical staff, and representatives of all records and documents, including medical records at other hospitals, that may be material to an evaluation of my professional qualifications for medical staff membership. I hereby release from liability all representatives of NAVMEDCEN, its medical staff, and representatives for acts performed in good faith in connection with evaluating my credentials and qualifications. I hereby release from liability any and all individuals and organizations who provide information to NAVMEDCEN, its medical staff, and representatives in good faith concerning my professional competence, ethics, character, and other qualifications for clinical privileges, and I hereby consent to the release of such information.

I hereby further authorize and consent to the release of information by NAVMEDCEN, its medical staff, and representatives to other hospitals or their medical staffs and medical associations on requests regarding any information NAVMEDCEN, its medical staff, and representatives may have concerning me, as long as such release of information is done in good faith, and I hereby release from liability NAVMEDCEN, its medical staff, and representatives for so doing.

I understand and agree that I, as applicant for medical staff membership or privileges, have the burden of producing adequate information for proper evaluation and for resolving any doubts about such qualifications.

I agree to subject my clinical performance to, and faithfully participate in, NAVMEDCEN's Quality Assessment/Risk Management/Utilization Review programs, and I fully agree to hold members of the medical staff and other authorized representatives of NAVMEDCEN engaged in these quality assessment activities free of all liability for their actions performed in good faith in connection therewith.

\_\_\_\_\_  
Trainee Signature

\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING FOR NAVY TRAINEES  
BETWEEN  
NAVAL MEDICAL CENTER, PORTSMOUTH, VIRGINIA  
AND  
NAME OF INSTITUTION

1. Background

a. This agreement is entered into by and between Naval Medical Center, Portsmouth, Virginia, hereinafter referred to as "NAVMEDCEN" and Name of Institution, hereinafter referred to as "training institution".

b. The trustees of the training institution have established an approved professional program that has been recognized, accredited, or certified by the appropriate accrediting agencies, as applicable. The specific nature of this program is to train "program name and specialty" over a period of 2 years from April 2000 through April 2002.

c. It is in the best interest of the U.S. Navy, for its trainees to receive their clinical experience from the training institution. This clinical experience is necessary to complete the training program and deemed invaluable to the educational preparation of Medical Department personnel of the U.S. Navy. It is to the benefit of the training institution to receive and use the trainees' clinical experience and performance.

2. Understanding. The parties acknowledge and agree to the following:

a. While training at the training institution, the trainees will be under the supervision of training institution officials for training, teaching, supervision and evaluation purposes, and will be subject to and required to abide by all training institution rules and applicable regulations, except where compliance would be inconsistent with federal statute, regulation, or any other law binding members of the U.S. Navy. The program and institutional official rules and applicable regulations will be made available to each trainee on the outset of the program.

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

c. The number and assignment of trainees will be mutually agreed upon between NAVMEDCEN and the training institution before the beginning of each training period. The training institution reserves the right to refuse acceptance of any trainee, or bar any trainee, when it is determined that further participation would not be in the best interest of the training institution. This will be done, in writing, prior to trainee assignment.

d. The training institution will not use NAVMEDCEN or names of trainees or faculty members in any of its publicity or advertising media. However, the existence and scope of the program may be made known.

e. There will be no training expense incurred by the U.S. Navy as a result of this agreement, with the exception of necessary tuition and fees, as applicable. Additionally, trainees assigned under this Memorandum of Understanding receive compensation and benefits from the U.S. Navy only, and are prohibited from receiving compensation, in any form, from the training institution or any other source.

f. In the event that it is the policy at the training institution that trainees in the same or similar programs are individually responsible for financing the cost of the meetings, courses, or travel to certain clinical or non-clinical rotations, trainees may request funding from appropriate military sources via their administrative chain of command. Only those meetings, courses, or certain clinical or non-clinical rotations required and necessary for the trainees to satisfactorily complete the program will be considered.

g. It is understood and agreed that the training institution will generate bills for services rendered by the trainees. Proceeds from these bills will become the exclusive property of the training institution, and the U.S. Navy will have no right or claim to such proceeds. Notwithstanding above, the training institution cannot bill the Civilian Health and Medical Program of the Uniformed Services for the services rendered by U.S. Navy trainees.

h. Trainees affected by this agreement, assigned to the training institution, and under orders issued by the U.S. Navy, remain employees of the United States and perform duties within the course and scope of their federal employment. Consequently, the provisions of the Federal Tort Claim Act (28 U.S.C. 1346(b), 2671-2680), including its defenses and immunities, will apply to

allegations of negligence or wrongful acts or omissions of the trainees while acting within the scope of their duties pursuant to this agreement.

3. Training Institution Responsibilities. In addition to other provisions in this agreement, the training institution specifically agrees to:

a. Make available the clinical and related facilities needed for training.

b. Arrange schedules that will not conflict with other educational programs.

c. Designate an official to coordinate trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, courses, and programs conducted under the direction of the training institution. In addition, the official will supervise the trainee and provide an evaluation of the trainee's performance.

d. Provide reasonable classroom, conference, office, storage, dressing, and locker room space for participating trainees and their faculty or staff supervisors.

e. Grant U.S. Navy trainees the same administrative privileges typically enjoyed by the training institution's non-military trainees.

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 U.S. Navy's educational programs.

g. Provide emergency medical and dental treatment to trainees while at the training institution for training. The reasonable cost of such treatment will be paid for by the U.S. Navy.

h. The training institution further agrees not to seek indemnification from either the United States, U.S. Navy, or trainees from any settlement, verdict, or judgment resulting from any claim or lawsuit arising out of the performance of the trainees' professional duties while acting under the control of the training institution and its employees.

4. NAVMEDCEN Responsibilities. In addition to other provisions of this agreement, NAVMEDCEN specifically agrees to:

a. Provide faculty or staff members who will be responsible for instruction and supervision for the trainees' program.

b. Have the faculty or staff member coordinate with the designated training institution official the assignment that will be assumed by the trainees and their attendance at selected meetings, courses, or clinical or non-clinical rotations conducted under the direction of the training institution, as applicable.

c. Ensure compliance with all training institution's rules and applicable instructions that are not inconsistent with federal statutes, regulations, or other laws binding on the U.S. Navy.

d. Be responsible for the healthcare and other medical examinations and protective measures necessary for its trainees.

e. Prohibit trainee, faculty, or staff members from publishing any materials developed as a result of their training experience that have not been approved for release, in writing, by NAVMEDCEN and the training institution.

f. Ensure that each trainee to be assigned to the training institution completes a health screening before beginning clinical practice in the training institution, and provide the training institution with each trainee's immunity history for varicella, pertussis, hepatitis B, and tuberculosis. If previous rubella is not in the history and the titer is negative, a rubella vaccine is required, except when medically contraindicated.

g. Ensure that all trainees who participate in clinical training at the training institution and have the potential for exposure to blood and potentially infectious body fluids receive specific information and training about occupational exposure and appropriate protective measures prior to any assignment in the training institution. NAVMEDCEN will document training and make such documentation available to the training institution upon request for a period of 3 years. NAVMEDCEN will make the hepatitis B vaccination available to any trainee who has the potential for exposure. NAVMEDCEN will require that any trainee who declines to accept the vaccination sign a statement of

refusal. NAVMEDCEN will ensure that any trainee who has an exposure incident receives evaluation and follow-up consistent with 29 CFR 1910.1030 paragraph (f).

h. Assign to the training institution only trainees who have undergone tuberculosis screening. NAVMEDCEN will comply with current Centers for Disease Control (CDC) recommendations/guidelines in testing trainees for tuberculosis.

i. Ensure that any trainee with medical or psychiatric conditions that would be inconsistent with safe clinical practice will not be assigned to the training institution, nor permitted to continue in assignment, in order to ensure that the trainee does not threaten the health or safety of others.

5. Appendices. The attached appendices pertain to the specific educational rotation and are considered an integral component of the Memorandum of Understanding (MOU). The specific appendices are:

a. Appendix 1. Goals, Objectives, and Means of Accomplishment - Official responsible for educational experience.

b. Appendix 2. Resident Duties, Responsibilities, and Rotation (timeframe, length, and other details of the rotation).

c. Appendix 3. Resources and Facilities Available for Each Resident.

d. Appendix 4. Supervision of Residents, Relationships, and Evaluations.

e. Appendix 5. Policies and Procedures that Govern Residents.

6. Scope of Agreement. 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 signed by both parties.

7. Termination. The term of this agreement will commence as of the date signed by both parties and will continue until completion of training or until terminated by either party. Termination by either party will require that written

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notification be sent by registered mail 30 days before the termination date. It is understood that the Chief, Bureau of Medicine and Surgery, or designee, will have the right to terminate this affiliation agreement without notice at any time, if determined necessary to be in the interests of the U.S. Navy's mission requirements.

Date	Institutional Official	Date
Commander	Name of Institution	
620 John Paul Jones Circle	Address of Institution	
Portsmouth, VA 23708		

Reviewed by:

JAGC, USNR	Date
Deputy Staff Judge Advocate	

INTERNAL REVIEW SUMMARY

Cover Sheet For Internal Review Report

Program: \_\_\_\_\_ Program Director: \_\_\_\_\_  
Review (mm/yr): \_\_\_\_\_ GMEC Review (mm/yr): \_\_\_\_\_

The following areas will be assessed for compliance with the RRC (ACGME) program standards and to assess the educational experience of the trainee.

Areas	Meets program standards? Yes/No	Improvement Recommended? Yes/No
Education objectives of each program		
Adequacy of educational and financial resources to meet these objectives		
Effectiveness of each program in meeting its objectives		
Effectiveness in addressing citations from previous ACGME letters of accreditation and previous internal reviews		

Review Resources		
Check the resources used to complete the internal review		
Institutional and Program Requirements from the Essentials of Accredited Residency Programs	Training Files	Confidential residents' evaluations of the program
Letters of accreditation from previous ACGME reviews	Program curriculum per graduate year	Interviews with the program director, faculty, and residents, individuals outside the program deemed appropriate by the committee
Reports from previous internal reviews of the program	Program Information Form from a program review	Conference lecture schedules and historical attendance
Other:	Other:	Other:

Internal Review Issue	Recommendation	Follow-up required – including timeframe

Internal Review Issues	Recommendation	Follow-up – including time frame

GMEC Comments:	GMEC Follow-up – including timeframe.

**Reference: BUMEDINST 1524.1A: The Internal Review Committee will conduct an assessment, developing recommendations for improvement of the program. The internal review should be accomplished at the mid-way between site inspections by the RRC of the ACGME. The Internal Review Committee, appointed by the GME Committee Chair, will be chaired by a program director from an interfacing department. The committee will include residents, staff, and administrators of programs other than the program being evaluated.**

Team Member	Team Member Title	Team Member Department
	Chair	

INTERNAL REVIEW REPORT FORMAT

**EXAMPLE OF HOW TO PREPARE A SUMMARY OF THE INTERNAL REVIEW PROCESS FOR THE ACGME INSTITUTIONAL REVIEW DOCUMENT**

*Sponsoring Institution: Consortium of Teaching Hospitals Program  
Program Reviewed: Internal Medicine  
Date of Internal Review: January 5, 1999*

*Method: The Internal Medicine Residency Program was reviewed by a three-member panel as follows: William Camp, M.D., (Chair, Family Practice), Jane Lee, M.D. (PGY-4 Resident in GS) and Mr. Richard Blake, Assistant Vice President for Medical Affairs. A final report with recommendations will be submitted to the GME Committee and then shared with the Program Director.*

*Materials Used: Program requirements for Internal Medicine and relevant sections of the Institutional Requirements concerning institutional policies, resident educational activities, curriculum, duty hours, and the work environment were used in the form of a checklist. A standardized questionnaire used by all specialties, specialty-specific narrative questions, program statistics, goals and objectives, board scores, and lists of skill-development procedures kept by the residents were submitted by the Program Director for the panel's pre-review. A standardized resident questionnaire was also distributed to all residents and collected by the Chair of the panel. The most recent accreditation letter from the ACGME dated May 1, 1996 and the report from the most recent internal review by the institution dated June 5, 1995 were also used.*

*Process: Interviews were conducted by the panel with the Program Director of Internal Medicine, a subspecialty faculty member (geriatrics), and twelve IM residents selected from each level of training. All were interviewed separately, except the residents who were interviewed in a group. The Program Director was asked specific questions by the panel on the information submitted and on the requirements. The residents were asked similar questions to corroborate information provided by the Program Director.*

*Summary: Upon review of the information submitted and the interviews, the panel concluded that previous citations identified in the last ACGME review had been sufficiently addressed as follows (may also include citations from last internal review at institution's discretion):*

- 1. The program has developed a formal rotation in geriatrics for all IM residents that includes detailed goals and objectives, and a list of scheduled conferences.*
- 2. The program provides an adequate continuity of care experience that includes following patients from the ambulatory to the inpatient environment and vice-versa. The IM residents confirmed that they are now notified by attending when one of their clinic patients has been admitted to the hospital.*
- 3. Resident duty hours are carefully monitored by the program director to assure that residents do not exceed the 80-hour limit and the IM resident confirmed this. The panel specifically checked the written departmental policies on resident duty hours and they are in compliance with the Institutional Requirements.*

*4. The institution has provided adequate support and facilities for the residents. The new on-call rooms have been completed to take care of previous deficiencies. Additional personnel have been added to the support services (IV, lab and phlebotomy) so that residents no longer fulfill these responsibilities. These changes were confirmed by the residents in their questionnaires and interviews.*

*Follow-up: The following areas are of concern. The corrective action and timeframe are described. List the actions that need to be taken by the command and/or the GME Committee.*