

NATIONAL CAPITAL CONSORTIUM GRADUATE MEDICAL EDUCATION TRAINING AGREEMENT
(Academic Year 2023-2024)

I, _____, (degree), have accepted an appointment as a trainee in a graduate medical education program sponsored by the National Capital Consortium.

Training Program:

Appointment Dates:

Program Duration: Year(s)

PGY level:

National Provider Identifier:

1. The following terms and conditions of my appointment apply for the entire duration of my program, and are also governed by a separate agreement that I made with the Uniformed Service or government agency of which I am a member, at the time I accepted appointment as a member of that Service or as contained in applicable Service or agency policies or regulations, and before I was appointed to my education program. These terms and conditions are not affected by my educational program unless modification is necessary in order to comply with the requirements of the Accreditation Council for Graduate Medical Education (ACGME), or the organization that accredits my training program, or the board that certifies individuals in the specialty for which I am training:
 - 1.1 my financial support, as described by Military Pay and Allowances Manual, Sections 10501 through 10536 and supplemented from time-to-time by the Act of Congress;
 - 1.2 professional liability defense through the Department of Justice, as described in 10 USC 1089, for care provided within the scope of my Federal duties. This defense extends beyond the training period for alleged acts or omissions within the scope of my Federal employment;
 - 1.3 disability programs and other health insurance, including benefits for myself and my family; *(See NCC Disability and Disability Accommodations Policy)*
 - 1.4 provision of counseling, medical, psychological, and other support services; *(See Wellbeing Resources folder in MedHub for resources available at both ATAMMC and WRNMMC)*
 - 1.5 grievance procedures, including those covering gender or other forms of harassment or discrimination; *(See NCC Grievance Policy; NCC Discrimination Policy; and NCC Harassment Policy)*
 - 1.6 adverse and non-adverse Academic Actions, and Due Process procedures of the Consortium; *(See NCC Adverse Actions and Due Process Policy)*
 - 1.7 duration of appointment and conditions for reappointment; *(See NCC Resident-Fellow Appointment Policy, and NCC Promotion and Renewal of Appointment Policy)*
 - 1.8 policy on physician impairment and substance abuse; *(See NCC Physician Impairment Policy)*
 - 1.9 disabilities will be accommodated in accordance with Federal law and regulation as applied to the Department of Defense. *(See NCC Disability and Disability Accommodations Policy)*
 - 1.10 guidance on maternal, paternal and other types of leaves and absences from training, and how such absences may affect my training. If such absences exceed the time permitted by the RRC or certifying board of the specialty in which I am training, I understand that my training may be extended or terminated, if extension is not possible. I understand that I will be provided timely notification of the effect of leave(s) on my ability to satisfy requirements for program completion. *(See NCC Leave Policy, and NCC Adverse Actions and Due Process Policy)*
 - 1.11 should my training dates need modified or extended for any reason while I'm in training, I understand that by signing this training agreement that the terms and conditions of this contract are also extended to cover the adjusted date of my training through the successful completion of my GME training program.
 - 1.12 should my residency be closed or reduced in size, my assignment and continued training will be determined by a separate agreement between myself and the Uniformed Service of which I am a member; and *(See NCC Closure and Reduction in Size Policy, and NCC Substantial Disruptions Policy)*

1.13 all other policies as included in the NCC Administrative Handbook or distributed by the NCC
A complete description of these benefits and policies can be found in MedHub and in some cases, in the NCC Administrative Handbook, all of which may be modified from time to time by the National Capital Consortium (NCC). Any revisions to the NCC Administrative Handbook and policies are made available in MedHub and supersede any previous versions.

2. Trainee Responsibilities:

- 2.1 to familiarize myself with the program requirements for my education program, and develop a personal program of learning to foster continued professional growth with guidance from my teaching faculty, and to work with the faculty of my program to achieve substantial compliance with program requirements;
- 2.2 to familiarize myself with the board eligibility requirements for the (sub)specialty in which I am training, if applicable. Information for the individual boards is available on the website for the American Board of Medical Specialties at: <https://www.abms.org/member-boards/>
- 2.3 to provide, under the general supervision of the attending teaching staff, safe, effective, professional and compassionate patient care commensurate with my documented level of competence and responsibility;
- 2.4 to participate fully in the education and scholarly activities of my educational program, and as required, assume responsibility for teaching and supervising other residents and students;
- 2.5 to actively participate as appropriate in the institutional programs and medical staff activities of the medical treatment facilities in which I work, including activities relating to patient care review, interdisciplinary clinical quality improvement and patient safety programs, and risk management, including reviews of complications and deaths, as well as performance improvement programs;
- 2.6 to serve on institutional and hospital committees and councils whose actions affect my education and/or patient care;
- 2.7 to adhere to established practices, procedures, and policies of the medical treatment facilities and clinical departments in which I work;
- 2.8 to develop an understanding of ethical, socioeconomic, medical/legal, and cost containment issues in medical practice, and to provide patient care in an ethical, medico-legally sound, and cost-effective manner;
- 2.9 to participate in special reviews of my educational program, as described in the NCC Administrative Handbook and in the *NCC Special Reviews Policy* and to work toward correction of deficiencies identified in these reviews;
- 2.10 to submit to my Program Director, at least annually, a confidential written evaluation of the faculty, my educational rotations and my overall training program;
- 2.11 to comply fully with the policies and procedures set by the Command and/or Military Treatment Facility where my training program is located to manage physician impairment and substance abuse;
- 2.12 to familiarize myself with the Memoranda of Agreement and Understanding between Sponsoring and Participating Institutions involved in my program and with the Program Letters of Agreement (PLAs); to apply for and manage my personal National Provider Identifier (NPI) in accordance with Department of Defense policy and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which mandates the adoption of standard unique identifiers for health care providers and health plans. The Centers for Medicare & Medicaid Services has developed the National Plan and Provider Enumeration System (NPPES) to assign these unique identifiers. Register at: <https://nppes.cms.hhs.gov/#/> and,
- 2.13 to comply with all MTF, USUHS, and/or Consortium policies and procedures related to government travel. Failure to liquidate travel claims (conference or rotation) within 5 days of returning from travel may result in restricted travel for myself, my training program or my department. I also acknowledge that I may be placed on NCC academic probation if I fail to follow travel procedures, or until I complete all travel requirements.

3. Termination: My educational training may be terminated under the following conditions:

<p>3.1 if I do not maintain an acceptable level of performance and/or clinical competence, as determined by my training program's program director upon the advice of the Clinical Competency Committee. Termination of my educational training under these conditions is subject to the Due Process procedures of the Consortium, as described in detail in the NCC Administrative Handbook;</p> <p>3.2 if I fail due course selection for promotion to the next higher officer grade on two successive occasions. Termination of my educational training under these conditions is at the option of the military service branch (Army, Navy, Air Force) to which I belong, and is not subject to the Due Process procedures of the Consortium;</p> <p>3.3 if I am discharged from military service for disciplinary, administrative, or medical reasons. Termination of my educational training under these conditions is not subject to the Due Process procedures of the Consortium;</p> <p>3.4 if I fail to comply with the administrative requirements of the agency or agencies accrediting my training program, including completion of surveys and other requests for information. Failure to do so may lead to academic action including termination of training;</p> <p>3.5 if the Program Director upon the advice of the Clinical Competency Committee determine that I have gross professionalism or patient safety deficiencies; and</p> <p>3.6 if I fail to comply with the terms of my NCC Training Agreement (See NCC Adverse Actions and Due Process Policy)</p>
<p>4. <u>Compensated Work Outside of the Program (Moonlighting)</u>: I understand that I am not allowed to engage in professional activities or other employment outside my educational program whether or not it is compensated, and that I am not allowed to moonlight while in training. Violation of this provision may result in termination from training as well as disciplinary action by my parent service. (See NCC Moonlighting Policy)</p>
<p>5. <u>Clinical and Educational Work Environment (Duty Hours)</u>: I understand that I must familiarize myself and comply with the work hour policies promulgated by the ACGME and the NCC as noted in the NCC Consortium Administrative Handbook and that deliberate violation of these policies may lead to disciplinary and/or adverse action. I understand that it is my professional responsibility to track and log my duty hours in MedHub, and to monitor my level of fatigue. I will appropriately inform my senior residents and faculty if I am at risk of exceeding the duty hours or too fatigued to provide safe patient care. (See NCC Clinical and Educational Working Environment Policy)</p>
<p>6. <u>Supervision</u>: I understand that as I progress through my training, I will be subject to graduated levels of supervision by senior residents and faculty appropriate to my level of training. It is my responsibility to know the level of supervision applicable to me, and to not exceed that scope of care. I will request appropriate supervision when uncomfortable with the clinical situation or procedure. I will provide appropriate supervision of students and junior residents under me. (See NCC Supervision Policy)</p>
<p>7. <u>Grievances</u>: The grievance procedures available to me are those of the military chain of command prescribed by the military service to which I belong for specific problems such as sexual harassment, and the procedures described in the NCC Grievance Policy I understand that I may also file an anonymous complaint, grievance or inquiry via the NCC. The NCC offers several avenues for trainee grievances and/or complaints. These include a neutral NCC third party skilled in assisting trainees with resolving issues or problems and recommending appropriate resources, and the NCC Trainee Helpline, a phone and web-based reporting system that is managed by an outside company (EthicsPoint). The NCC Trainee Helpline is located at https://usuhs.navexone.com/peoplehub/home</p>
<p>8. <u>Social Media</u>: I understand that I am allowed to have a social media site. However, as a Federal employee and healthcare provider, I understand that there are rules regarding how I can use my social media accounts. I understand that as a Federal employee, I cannot use my personal social media in a way that would lead someone to believe that I am speaking for or representing the U.S. Government, my Branch of Service, the National Capital Consortium, or the facility where I'm assigned. I also understand that I am required to adhere to Federal privacy laws, to include the Privacy Act of 1974 and</p>

HIPAA. I cannot violate the privacy of fellow providers, the institution, or my patients by posting work-related items on my personal or professional site. Solicited medical advice should only be given to known patients through an approved site, such as, but not limited to, Relay Health or telephonic communication, that is subsequently documented in the patient's medical record. Failure to comply with this guidance creates a digital record that puts me, as the physician, at risk from a professional and legal standpoint. Failure to comply may be met with disciplinary action.

9. Disciplinary Action: Since this program has been developed to advance Military Medicine and to train Medical Officers, I understand that Program Directors must also identify and respond to deficiencies in knowledge, skills, or attitudes regarding military officership, including failure to comply with service regulations. I further understand that an investigation of any allegation may be initiated. If the investigation reveals a violation of the Uniformed Code of Military Justice, the incident may be reported through the military chain of command. It may also be briefed as information to the GMEC Academic Hearing Subcommittee and may become a basis for an adverse action for breaches of professionalism that may adversely affect my suitability for the practice of medicine. I understand that action taken by my Command will not preclude action by the NCC based on the ACGME competencies. I also understand that action taken by the NCC does not preclude disciplinary action by my Command, and the NCC will provide my Command with information on the facts and circumstances surrounding any action taken which involves me. *(See NCC Adverse Actions and Due Process Policy)*

By signing the NCC Graduate Medical Education Training Agreement, I agree to be bound by its provisions.

Trainee Signature

Program Director Signature