



**NATIONAL CAPITAL CONSORTIUM**  
**MEMORANDUM OF AGREEMENT**  
**AMONG**  
**WALTER REED NATIONAL MILITARY MEDICAL CENTER,**  
**BETHESDA, MD**  
**11<sup>TH</sup> MEDICAL GROUP, JOINT BASE ANDREWS, MD**  
**FORT BELVOIR COMMUNITY HOSPITAL, FORT BELVOIR, VA**  
**UNIFORMED SERVICES UNIVERSITY OF THE HEALTH**  
**SCIENCES F. EDWARD HÉBERT**  
**SCHOOL OF MEDICINE, BETHESDA, MD**

**I. Background:** This agreement is entered into among and between Walter Reed National Military Medical Center, 11<sup>th</sup> Medical Group, Fort Belvoir Community Hospital and F. Edward Hébert School of Medicine of the Uniformed Services University of the Health Sciences.

1. In 1995 the Department of Defense Office of Health Affairs mandated the original parties to this agreement coordinate and integrate graduate medical education (GME) activities to increase efficiency while providing an optimal educational experience for military physician trainees. The National Capital Consortium was thus formed in 1997 to provide joint, centralized institutional and administrative oversight of all GME internship, residency and fellowship programs located within the National Capital Region, including those programs accredited by the Accreditation Council for Graduate Medical Education (ACGME). The parties jointly assist in fulfilling sponsoring institutional requirements as defined by the ACGME.

2. It is to the benefit of the parties to this agreement, hereafter referred to as the “Members” to maintain an inter-institutional Medical Education Consortium, hereafter referred to as the “Consortium” for the purpose of jointly sponsoring and overseeing GME training programs based at the Member institutions.

**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 military agency or Department of Defense regulations and instructions, and the bylaws, rules and regulations of the participating institutions.

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

3. When the trainees of any Member are participating under this agreement at the facilities of another Member, the trainees 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 the host Member’s rules and regulations.

4. There will be no compensation (beyond normal military compensation otherwise due to military members) paid to the trainees 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 Members understand that each institution may 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. The Members will:

- a. Maintain an acceptable institutional accreditation status (if applicable) throughout the course of this

agreement.

b. Make available the reasonable clinical and related facilities needed to train trainees 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 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 trainees' clinical learning experiences.

b. Have faculty or staff members coordinate with the designated program director, the assignments that will be assumed by the trainees and their attendance at selected conferences, clinics, courses and programs conducted under the direction of the host member's faculty.

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

9. When any Consortium trainee is named in a tort claim, the facility where the alleged act occurred will process, investigate, and arrange for the defense of the case. The staff judge advocate at the parent facility of the trainee will be notified immediately of the name of the trainee 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 negligence claim involving its trainee.

10. The Consortium was created to advance military medicine and to train medical officers, therefore, program directors must identify and respond to deficiencies in knowledge, skills, or attitudes regarding military officership, including failure to comply with service regulations. The program director will immediately investigate any allegation. If the investigation reveals a potential significant violation of the Uniformed Code of Military Justice (UCMJ), the incident will be reported through the military chain of command. It will also be briefed as information to the GMEC Academic Review Subcommittee and may become a basis for an adverse action for breaches of professionalism that may adversely affect a trainee's suitability for the practice of medicine. It is understood by the parties to this agreement that professionalism/disciplinary issues which may result in action under the UCMJ will be referred to the service-specific commander for appropriate action. The service-specific commander is responsible for generating appropriate personnel evaluations based on overall performance. Action taken by the service-specific commander will not preclude action by the Consortium based on the ACGME competencies. Action taken by the Consortium in accordance with the Consortium Handbook or other policy does not preclude disciplinary action by the service-specific commander. The Consortium will provide the service-specific commander with information on the facts and circumstances surrounding any adverse action taken which involves a trainee. Terminations of training due to deficiencies in medical knowledge, skills or professionalism in accordance with Consortium policies are also forwarded via the appropriate MTF Director/Commander to the Army, Navy or Air Force Surgeon General for further action.

11. 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 immediately 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 requirements. It is understood and agreed that any service Surgeon General, Member Institution Commander or Director, 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 any time he or she deems it necessary.

12. 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 effective upon the approval of all Members.

13. Approved by:

**KELLERMANN.AR**  
**THUR.L.146956681**  
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Arthur L. Kellerman, MD, MPH  
Professor and Dean, F. Edward Hébert School of Medicine  
Uniformed Services University of the Health Sciences

**KOBELJA.MAR**  
**K.A.1113274235**

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Date: 2017.11.08 15:20:46 -0500

Mark A. Kobelja  
Captain, Medical Corps, United States Navy  
Director, Walter Reed National Military Medical Center

**WIEMAN.JASON.S**  
**COTT.1132725906**

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Date: 2017.11.08 16:24:55 -0500

Jason S. Wieman,  
Colonel, Medical Corps, United States Army  
Director, Fort Belvoir Community Hospital

**KNIGHT.LESLIE**  
**.A.1044113992**

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KNIGHT.LESLIE.A.1044113992  
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Date: 2017.11.08 19:12:25 -0500

Leslie A. Knight  
Colonel, United States Air Force, Medical Corps  
Commander, 11<sup>th</sup> Medical Group