

MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT OF THE ARMY  
AND  
DEPARTMENT OF VETERANS AFFAIRS  
FOR  
THE CENTER FOR THE INTREPID

SUBJECT: The Department of Veterans Affairs' (VA) support of operations for the Department of the Army's (DA) Center for the Intrepid (the Center), Fort Sam Houston, TX.

1. References. This agreement is subject to the law, policy and procedures contained in the references below:

a. 38 U.S.C. §8111, The VA/DoD Health Resources Sharing and Emergency Operations Act, 4 May 1982.

b. 10 U.S.C. §1104, Sharing of Health-Care Resources with the Department of Veterans Affairs, 26 January 1998

c. DOD Instruction 4000.19, Interservice and Intragovernmental Support, 9 August 1995.

d. DOD Instruction 6010.23, Department of Defense and Department of Veterans Affairs Health Care Resource Program, 12 September 2005.

e. VHA Handbook 1660.4, VA-DoD Health Care Resources Sharing, 31 March 2004.

2. Purpose. This document establishes a working relationship between DA and VA to ensure the Center is optimally staffed to meet the medical, rehabilitative and psychosocial needs of the active duty service members and veterans who will receive state-of-the-art health care at the facility. The delivery of health care will be dedicated to the needs of those who sustain severe traumatic or burn injuries with resultant amputations or limb salvage procedures as they return to their highest levels of emotional, physical and psychological functioning. Concurrently, the joint staffs will conduct leading edge education, research and training to facilitate recovery for all patients.

3. Background:

a. Advances in battlefield emergency medical techniques have resulted in an increasingly large percentage of military personnel surviving traumatic injuries. Even though technological improvements in body armor have proved dramatically effective in preventing

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torso injuries, amputations resulting from severe trauma require survivors to submit to long and strenuous rehabilitation regimens.

b. To ensure a military medical facility exists to meet the survivors' emotional, physical and psychological needs, The Intrepid Fallen Heroes Fund, a 26 U.S.C. §501(c)(3) tax exempt organization, has committed to build The Center for the Intrepid, Fort Sam Houston, Texas. The Center has been gifted to the United States and upon completion will become an Army medical facility. VA staff will support the transition process for those active duty members about to become veterans and will conduct leading edge education, research and training to facilitate recovery for all patients.

#### 4. Scope:

a. This agreement will serve as a basis for a more detailed agreement between Brooke Army Medical Center (BAMC) and the South Texas Veterans Health Care System (STVHCS), San Antonio. While remaining in compliance with the tenets of this agreement the local agreement will specifically address those details requiring a higher degree of specificity, e.g., operational issues, reimbursement methodology, etc.

b. In accordance with the statutory authorities listed in section 1 both active duty service members and veterans who meet patient admission criteria will qualify for services. Although active duty service members will have priority over veterans, every effort shall be made to accommodate veterans when capacity exists. VA has agreed to provide staff who can participate in patient care, education, research and training. Also, VA staff will assist in the seamless transition of care for active duty service members transitioning from the Center to VA facilities. Lessons learned from working in the Center will be applied to VA operations and to the general population to enhance the well-being of all amputee patients.

#### 5. Responsibilities:

a. DA will ensure:

(1) The Commander, BAMC, will have command and control authority over the Center for the Intrepid. The Center will be a Service under the BAMC Department of Orthopaedics and Rehabilitation. The Director of the Center shall report to the Chief, Department of Orthopaedics and Rehabilitation, who reports to the Deputy Commander of Clinical Services, who reports to the Commander, BAMC.

(2) The Commander, BAMC, will ensure VA personnel are incorporated into the Center's staffing model. Furthermore, the Commander will ensure there are adequate offices and/or work spaces, office supplies, and computers available for VA employees.

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(3) The Commander, BAMC, will allow current VA staff to rotate through the Center for training purposes without charging training fees. VA will assume all travel costs for these VA employees.

(4) The Commander, BAMC, will establish and enforce patient eligibility criteria that meet the needs of active duty and veteran patients.

(5) The Commander, BAMC, will be responsible for the Center's industrial hygiene, facility management, maintenance, and safety requirements.

b. VA will ensure:

(1) The Veterans Health Administration's (VHA) STVHCS will hire, train, pay, and supervise the following staff:

(a) 1.0 FTE, Prosthetist, GS-13

(b) 1.0 FTE, Prosthetic Tech, GS-8

(c) 1.0 FTE, Occupational Therapist, GS-12

(d) 1.0 FTE, Physical Therapist, GS-12/13

(e) 1.0 FTE, Social Worker Case Manager, GS-12

(f) 1.0 FTE, Social Worker Seamless Transition Liaison, GS-12

(g) 1.0 FTE, Clerk, GS-5

(2) The Veterans Benefits Administration (VBA), will hire, train, pay, and supervise the following staff through the local VBA Regional Office:

(a) 1.0 FTE, Vocational Rehabilitation Counselor, GS-11

(b) 1.0 FTE, Benefits Counselor, GS-9

(3) Although the aforementioned VHA staff will be employed and supervised by VHA, it is expected that they will operate within their respective scopes of practice in full

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support of Army leadership and the Center's mission. Additionally, the following positions are to be used as follows:

(a) The VHA Occupational Therapist, GS-12, must provide driver's training as part of regular responsibilities.

(b) The VBA Benefits Counselor, GS-9, must provide coverage for BAMC and the Center. The time spent at each facility will be negotiated locally.

(4) VHA and VBA will review VA staffing levels on an annual basis or more often to ensure they remain at appropriate levels and continue to meet the VA's mission and purpose at the Center.

(5) VHA shall set-up training rotations for VHA staff to take advantage of learning opportunities at the Center. Rotations will be coordinated with and approved by BAMC staff.

(6) VHA and VBA will pay for VA employee travel and professional training related to maintaining the competency of VA staff.

(7) If required, VHA and VBA will purchase and maintain cell phones or other wireless devices used for communication purposes for use by VA employees.

(8) In coordination with BAMC staff, VHA and VBA may begin the personnel hiring process once the agreement goes into effect. VHA and VBA staff will be responsible for writing and submitting position descriptions and following subsequent VA hiring requirements. It is recommended that BAMC staff be included as part of the selection process, particularly when VA is hiring clinical staff. VHA and VBA staff should be prepared to start working at the Center no later than November 2006.

6. General Understandings/Responsibilities:

a. Army's lead representative will be the Commander, BAMC. VA's lead representative for policy issues will be the Chief Officer, Patient Care Services, VHA. VA's lead representative for implementation and operational issues will be the Director, STVHCS. These individuals or their respective designees will monitor each Department's involvement with and execution of the MOA to ensure the agreement's tenets are met.

b. Both Departments agree to fully support the Center's mission.

c. Both Departments agree to establish an oversight body, e.g., governance board, administrative council, working group or similar body that regularly addresses the Center's

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operational issues, educational opportunities, research prospects, training courses, and other collaborative opportunities between the joint staffs, including residency and fellowship programs.

d. As identified locally or as directed by DA and VA leadership, both Departments agree to pursue, support, and offer educational opportunities, to seek funds for and conduct research, and to provide local, regional and national training opportunities.

e. Both Departments agree that all VA personnel administrative requirements will be coordinated through VA supervisors. VA personnel shall be employees of the VA under the supervision and control of designated VA supervisors or their designees. It is further understood that VA employees will work with DA staff by supplementing the Center's staffing. In the future if VA should re-evaluate the number or type of VA staff assigned to the Center and subsequently should reduce the number of VA staff, the Army will be able to continue operating the Center, though perhaps with reduced services. VA and Army will collaborate on the work assignments of VA staff and which patients they will treat. VA supervisors and Army staff will collaborate on establishing performance standards and completing performance appraisals of VA staff, though VA supervisors will remain the supervisors of record. VA supervisors will approve training requirements and leave requests, though training, leave and absences will be coordinated with the Army.

f. As necessary, both Departments will ensure VHA and Army staff are properly credentialed and given privileges to treat Department of Defense (DoD) and VA patients.

g. Both Departments will ensure VA personnel have received adequate and proper training to meet organizational and/or third-party accreditation requirements.

h. All patient documentation will be completed utilizing the computerized systems in use at BAMC. In the future, both Departments will develop a solution to address workload capture for veterans. VHA requires that veteran patient information be accessible electronically. As a result, solutions such as Bi-directional Health Information Exchange (BHIE) or direct entry into VA's Computerized Patient Record System (CPRS) should be explored.

i. Privacy and Security of Protected Health Information (PHI). Both parties are bound to comply with the HIPAA Privacy and Security Rules under the law. No PHI or PHI data are anticipated to be exchanged between the two parties for purposes other than patient treatment, payment, and/or healthcare operations; therefore, no Business Associate agreement is necessary.

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7. Reimbursement.

a. Continuation of funding beyond the current fiscal year will be contingent on the availability of funds appropriated for such purposes.

b. VA Central Office (VACO) will provide funding and FTE for the positions listed in sections 5.b.(1) and 5.b.(2).

c. In compliance with existing DoD-VA billing guidance and reimbursement methodologies, BAMC and STVHCS staffs will negotiate an appropriate reimbursement methodology for services and supplies provided at the Center. Both staffs should account for the fact that VA is providing a significant outlay of staff, thus those costs should first offset any charges from DoD to VA. On at least an annual basis the newly created DA-VA oversight body will monitor the contributions of both parties to assure that an equitable balance is maintained.

8. Effective Date, Terms of Modification and Termination. This agreement becomes effective on the date of the signature of the last party to sign this agreement and will continue for five years unless terminated, modified or extended. The agreement may be modified or terminated as required in the event of war or national emergency. The agreement will be reviewed on an annual basis and may be modified or terminated at any time at the discretion and approval of both parties. Either party may terminate the agreement with no less than 30 days written notice.

  
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PETE GEREN  
Secretary of the Army

  
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R. JAMES NICHOLSON  
Secretary of Veterans Affairs

**04 SEP 2007**  
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