



COMDTINST 6400.1B

APR 04, 2012

COMMANDANT INSTRUCTION 6400.1B

Subj: STUDENT EXTERNSHIP PROGRAMS (SEP)

Ref: (a) Coast Guard Medical Manual, COMDTINST M6000.1 (series)

1. PURPOSE. This Instruction establishes policy, procedure and standards for Student Externship Programs (SEP) in Coast Guard (CG) health care facilities.
2. ACTION. All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of headquarters staff elements shall comply with the provisions of this Instruction. Internet release is authorized.
3. DIRECTIVES AFFECTED. Student Externship Programs, COMDTINST 6400.1A is cancelled.
4. MAJOR CHANGES. Major changes to this Instruction include better delineation of responsibilities for both the Academic Institution (AI) and the CG as well as oversight of Student Externs under the Health, Safety, and Work-Life (HSWL) Service Center (SC) command structure.
5. REQUEST FOR CHANGES. Units and individuals may recommend changes by writing via the chain of command to: Commandant (CG-1122); U.S. Coast Guard; 2100 2ND ST SW STOP 7101; WASHINGTON, DC 20593-0001.
6. DISCLAIMER. This Instruction is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance for Coast Guard personnel and is not intended to nor does it impose legally-binding requirements on any party outside the Coast Guard.
7. DISCUSSION. Student-externs are usually upper level students from various health care disciplines who are completing a curriculum requirement for graduation by providing supervised care in a clinical environment. The lengths of externships vary, usually 4-6 weeks. Coast Guard health care facilities can provide valuable clinical experience for these student-externs because of the high numbers of patients needing care. The Commandant's broad authority, under 14 U.S.C. 93(a)(17), to provide medical and dental care to CG personnel, allows the CG to enter into an affiliation agreement

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with an AI to facilitate patient care. Student externships can assist CG health services officers (Medical Officers, Dental Officers, Pharmacy Officers, and Environmental Health Officers) in staying current in an ever changing field of practice. This ultimately helps improve the quality and quantity of services provided to CG personnel.

a. Operations.

- (1) While not obligated, the local unit may choose to offer subsistence and/or quarters, and that authorization is contained in 5 USC § 5353. Authorization to use appropriated funds to carry out this program is contained in 5 USC § 5356.
- (2) The use of government funds for travel expenses associated with the externship is not authorized.
- (3) Externs are authorized restricted Coast Guard Exchange System privileges in accordance with Chapter 3 of the Coast Guard Exchange System Standing Operating Procedures. These privileges include authorization to purchase health and comfort items; books; educational supplies and materials; food and snacks for daily consumption; and personal services such as laundry and dry cleaning, barber and beauty shops, tailoring, and shoe repair. A letter of authorization from the Health Services Administrator for the Commanding Officer is required identifying the extern and stating the duration of the externship. Government issued identification is also required. Externs are authorized to use Morale, Well Being, and Recreation (MWR) facilities at the installation in accordance with the Coast Guard Morale, Well-Being, and Recreation Manual, COMDTINST M1710.13 (series).
- (4) The Student-Extern Immunization, Chronological Record of Medical Care, Form SF-600, overprint is located on the Commandant (CG-1122) website at: <http://www.uscg.mil/hq/cg1/cg112/cg1122/default.asp>. All specified immunizations listed are required to ensure the health and wellness of patients and clinic staff. Completion of this form is mandatory for full medical qualification to serve as a student-extern, and all immunizations must be documented by a primary care physician, nurse practitioner, physician assistant, nurse (RN or LPN) or other licensed provider. Student-extern should not attach immunization records. For all dates, use six digits: month - day – year format. Make two photocopies of the Student-Extern Immunization, Chronological Record of Medical Care, Form SF-600, overprint and applicable lab reports. Student-externs should provide a copy to the Health Services Administrator and keep one copy in a safe place at their home of record.
- (5) Chapter 13, Section G, of Reference (a) specifies the training requirement standards under the Health Insurance Portability and Accountability Act (HIPAA). All CG health care workers are required to complete designated training within 30 working days of reporting on duty to the CG or being assigned to a specific CG unit. Meeting with the local HSWL RP site Privacy and Security Official should be included as a required element of all in-processing for health care workers. Training shall be completed by utilizing the web-based training courses available through the Military Health System's Training Portal, MHS Learn, at <https://mhslearn.satx.disa.mil/>. When choosing the 'HIPAA Job Position', student-externs should select that which most closely reflects the position of their principal.

- (6) The student-externs, in coordination with the AI and CG, will comply with all current security requirements for access to government computers and/or facilities to include background checks with fingerprints as applicable.

b. Affiliation Agreements.

- (1) Local clinics desiring to participate in the SEP should forward a draft affiliation agreement (Enclosure 1) to the AI, Regional Practice (RP), and HSWL SC for legal and administrative reviews. The HSWL SC reviewed document will be returned to the practice site for review and discussion with the AI for final acceptance. All AI participating in SEP must have a signed affiliation agreement on file with the Commandant (CG-1122) Credentials Verification Officer (CVO). Department of Homeland Security (DHS) and CG policy prohibit unlimited hold harmless/indemnification agreements or clauses as they implicate violation of the Anti Deficiency Act, 31, U.S.C. § 1341. Therefore, the CG may not assume liability for injury or damages except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680). Affiliation agreement (Enclosure 1), paragraphs A.4 and B.6 must NOT be altered or signed away.
- (2) Affiliation agreements must stipulate the amount of malpractice liability or self insurance coverage maintained by the AI or the student-extern. If self-insured, documentation (proof) is required and will be enclosed with the affiliate agreement. A Pre-Selection Credentials Review must be completed by Commandant (CG-1122) CVO in accordance with Reference (a) to ensure appropriate academic standing and liability coverage prior to the student-extern arriving for work in the clinic.
- (3) The Health Services Officer serving as the preceptor for student-externs shall ensure that the student-extern reads and understands information provided in the Student-Extern Program Orientation, Enclosure (2). Preceptors shall also ensure that each student-extern is oriented to local policies concerning working hours, dress code, conduct, required courtesies, lodging and subsistence procedures, clinic safety issues, standard precautions, infection control, equipment use, and any other information which is pertinent to the student-extern's stay prior to the student-extern's arrival. Each student-extern shall acknowledge and sign the SEP Orientation Agreement, Enclosure (2) which shall remain on file at the health care facility for three years.

c. Clinical Responsibilities.

- (1) Student-extern duties are outlined in Enclosure (2). Adequate levels of supervision and appropriateness of care are the responsibilities of the Health Services Officer serving as the student-extern's preceptor.
- (2) At least one Health Services Officer at each unit may request a faculty appointment at schools for which they serve as preceptors.

d. Interaction with SEP Schools.

- (1) Commandant (CG-1122) CVO is responsible for all Pre-Selection Credentials Review in accordance with Reference (a) and overall management of the SEP.

- (2) HSWL SC is responsible for reviewing/signing affiliation agreements and ensuring local capacity to support SEP.
- (3) Local clinics are responsible for initial school contact, initiating affiliation agreements, providing required documentation to Commandant (CG-1122) CVO, providing a copy of this instruction to the AI, and representing the CG at school functions when indicated.

e. Documentation.

- (1) All health care provided by student-externs shall be documented and countersigned by the CG preceptor in the patient record using the current forms as prescribed in Reference (a), Chapter 4, Section C, 1-9. Additionally, pertinent data shall also be recorded and entered into the appropriate Electronic Health Record (EHR) by the designated clinic personnel, or forms may be scanned into the record.
- (2) Clinics shall inform HSWL SC and Commandant (CG-112) of any disciplinary actions that result in the suspension and/or termination of the student-extern rotation.
- (3) Student-extern evaluations shall be consistent with the policies of the academic program involved. Preceptors shall ensure that all student-externs are informed in advance of all requirements and evaluation procedures.

8. RECORDS MANAGEMENT CONSIDERATIONS. This Instruction has been evaluated for potential records management impacts. The development of this Instruction has been thoroughly reviewed during the directives clearance process, and it has been determined there are further records scheduling requirements, in accordance with Federal Records Act U.S.C. 3101 et seq., National Archives and Records Administration (NARA) requirements, and the Information and Life Cycle Management Manual, COMDTINST M5212.12 (series), SSIC 6150 Item number 2. This policy does not have any significant or substantial change to existing records management requirement.

9. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATIONS.

- a. The development of this Instruction and the general policies contained within it have been thoroughly reviewed by the originating office in conjunction with the Office of Environmental Management, and are categorically excluded (CE) under current USCG CE # 33 from further environmental analysis, in accordance with Section 2.B.2. and Figure 2-1 of the National Environmental Policy Act Implementing Procedures and Policy for Considering Environmental Impacts, COMDTINST M16475.1 (series). Because this Instruction implements without substantive guidance on, and provisions for, compliance with applicable environmental mandates, Coast Guard categorical exclusion #33 is appropriate.
- b. This directive will not have any of the following: significant cumulative impacts on the human environment; substantial controversy or substantial change existing environmental conditions; or inconsistencies with any Federal, State, or local laws or administrative determinations relating to the environment. All future specific actions resulting from the general policies in this Instruction

must be individually evaluated for compliance with the National Environmental Policy Act (NEPA), DHS and Coast Guard NEPA policy, and compliance with all other environmental guidance provided within it for compliance with all applicable environmental laws prior to promulgating any directive, all applicable environmental considerations are addressed appropriately in this Instruction.

10. FORMS/REPORTS. The forms referenced in this Instruction are available in USCG Electronic Forms on the Standard Workstation or on the Internet: <http://www.uscg.mil/forms/>, CGPortal at <https://cgportal.uscg.mil/delivery/Satellite/uscg/References>; and Intranet at <http://cgweb.comdt.uscg.mil/CGForms>.

M. K. Dollymore /s/
Rear Admiral, U.S. Coast Guard
Director of Health, Safety, and Work-Life

- Encl: (1) Sample Affiliation Agreement for U.S. Coast Guard Student Externship Programs
(2) Student-Extern Program (SEP) Orientation

SAMPLE AFFILIATION AGREEMENT FOR U.S. COAST GUARD STUDENT EXTERNSHIP PROGRAMS

This Agreement, entered into this ____ day of _____, 20 ____ is by and between _____ (hereinafter referred to as the Academic Institution (AI)), and the Coast Guard (CG).

A Pre-Selection Credentials Review in accordance with Reference (a), will have been completed in order for said agreement to take effect. HSWL SC will ensure that Commandant (CG-1122) is notified of a student-externship. Commandant (CG-1122) will obtain a letter from the school stating the student-extern is in good academic standing and Commandant (CG-1122) will then review adequacy of malpractice coverage as indicated within this memorandum of agreement.

WHEREAS the CG is interested in participating in research and education to supplement patient care and believes this will be enhanced by affiliation with the AI; and WHEREAS the AI is responsible for the educational program of student-externs of _____ in academic studies and residencies.

NOW THEREFORE, the CG and the AI agree to the following provisions:

A. The **AI** shall

1. Be responsible for the educational program of student-externs assigned to the CG, and for selection and assignment of student-externs to be assigned to the CG, in accordance with agreed-to schedules and work assignments. The AI is also responsible for ensuring that all student-externs and faculty comply with all rules and regulations of the CG.
2. Keep in full force and effect during the term of this Agreement, at the expense of the AI or the individual student-extern, commercial general liability insurance or an equivalent funded program of self-insurance providing minimum coverage of _____ dollars per each occurrence and _____ dollars per annum. The AI shall notify the CG thirty (30) days in advance, in writing, of cancellation or any modification in the noticed insurance policy. The AI shall agree to make reasonable attempts to notify the CG of a liability claim against any student-extern or faculty member arising out of the activities performed by said student-extern or faculty member during or as a result of the affiliation.
3. Send only such student-externs who would benefit from the assignment and to withdraw from the assignment any student-extern when that student-extern becomes unacceptable to the CG for reasons of health, performance or other reasonable cause.
4. Defend, indemnify, and hold the United States, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement by the AI, its officers, employees, or agents, or the student-extern but only when under the AI's supervision, but not to the extent that such liability, loss, expense, or claim for injury or damage is caused by the negligent or intentional acts or omissions of the CG, its officers, employees, or agents.

5. Appoint a faculty member who will be the liaison representative for the AI and be responsible for coordinating and planning student-extern assignments. The liaison representative shall provide student-extern rosters, schedules, and educational objectives to the CG prior to the start and during any student-extern experiences. The faculty member will also communicate with the CG in regards to problems that may arise involving student-externs, faculty or facility personnel.
6. Have the right to visit the CG facility before, after, or during the instruction period for the purpose of evaluating each student-extern's progress.
7. Cooperate with the CG in connection with the discipline of student-externs violating rules and regulations of the CG.
8. Assure that the primary mission for the student-extern is the educational experience.
9. Be responsible for the regular evaluation of student-extern performance in the CG, and for the determination of the final course grade for the student-extern.
10. Require student-externs to assume the cost of any health care required during the affiliation.
11. Require student-externs to comply with CG electronic health record entry or other CG records. All entries will be made under the supervision of a CG employee.

B. The CG shall:

1. Provide a supervised experiential student-externship program and, insofar as possible, shall provide staff and necessary facilities to provide an educational clinical experience.
2. At the local CG command discretion, a stipend may be provided that is equivalent to the cost of quarters and/or subsistence actually provided to the student-extern. In no case shall the quarters and subsistence costs for each student-extern exceed the amount of the stipend provided to that student-extern under the terms of this Agreement. Also, per the discretion of the local command, the command may permit limited exchange privileges and/or privileges at CG Exchange System Clubs.
3. Designate a Health Services Officer as a student-extern preceptor. The CG preceptor and the AI's liaison representative will mutually participate in the planning and review of the clinical experience.
4. Complete forms requested by the AI, such as student-extern evaluation reports.
5. Provide emergency medical care for injuries sustained in the course of the training experience. The CG shall immediately notify the AI's liaison representative in the event that a student-extern develops an illness or is involved in an accident while at the CG unit.
6. Defend, indemnify, and hold the AI, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of

the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the CG, its officers, employees, or agents, and, further, only to the extent provided by the Federal Tort Claims Act (28 USC, Section 2672 st. seq.). Department of Homeland Security (DHS) and CG policy prohibit unlimited hold harmless/indemnification agreements or clauses as they implicate violation of the Anti Deficiency Act, 31, U.S.C. § 1341. Therefore, the CG may not assume liability for injury or damages except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680).

7. Allow student-extern observation and participation consistent with their level of skill and training.
8. Maintain sole responsibility for the supervision of the professional, clinical, and administrative services related to patient care within the CG health care facility.
9. Have sole responsibility for the determination of appropriate treatment and care of all patients of the CG.
10. Reserve the right to advise their insured not to be interviewed as part of a claims investigation by representatives of the AI unless legal counsel is present to represent the insured. The CG may grant the AI the right to conduct such investigation, in writing, in advance of any investigation.
11. Agree to make reasonable attempts to notify the AI of a liability claim against any student-extern or faculty member arising out of activities performed by said student-extern or faculty member while participating in the affiliation provide under the terms of the Agreement when such claim becomes known.
12. Provide necessary equipment and supplies pertinent to the instruction essential for beneficiary care in the CG.
13. Permit educational use of selected resources, policy and procedures manuals, and records.
14. Understand and agree that no student-extern is to be considered an agent or employee of the CG and, as such, shall not be compensated by the CG for services rendered pursuant to this Agreement. This does not, however, preclude a student-extern from working as a part-time CG employee outside the agreed upon affiliation hours.

C. Student-extern Responsibilities. The AI and the CG agree that the student-extern shall:

1. Have the responsibility of providing his/her own transportation to and from the CG unit and other personal expenses.
2. Abide by a dress code agreed upon by the AI and CG.
3. Be responsible for compliance with the administrative and clinical policies of the CG.
4. Abide by CG policy regarding confidentiality of health records and information, including the Federal Privacy Act.

5. The student-extern, in coordination with the AI and CG, will comply with all current security requirements for access to government computers and/or facilities to include background checks with fingerprints as applicable.

D. The AI and the CG mutually agree:

1. The terms of this Agreement shall begin in force on the date of execution shown above and will continue thereafter until terminated by either party upon thirty (30) days advance written notice to the other. Any such termination shall allow for any student-extern assigned to an externship program at the time of termination to complete their program.
2. It is understood and agreed that the parties hereto may amend or modify this agreement by written amendment only. Amendments shall be signed by both involved parties.
3. No monetary payment shall be made by the CG to student-extern in compensation for their services, other than a stipend for quarters and subsistence as sanctioned by the local command and as provided in this Agreement. No payments shall be made to the CG by the AI in compensation for student-externship participation in this program. This Agreement is not intended and shall not be construed to impose on either the CG or the AI any financial obligations of any nature or kind.
4. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties hereto or any of their officers, employees, or agents.
5. The CG may require the AI to withdraw any student-extern from the program whose performance or conduct is deemed unfit for articulable reason(s), following notice and a consultation between the AI liaison representative and the CG student-extern preceptor.
6. Both parties agree not to discriminate in selection or acceptance of any student-extern pursuant to this Agreement in regard to race, color, religion, national origin, sex, age, or handicap (physical or mental).
7. Nothing in this Agreement shall constitute an obligation of funds of the United States in advance of an appropriation therefore.
8. In accordance with the Health Insurance Portability and Accountability Act (HIPAA), student-externs in the AI's clinical training program are required to learn about the health information privacy requirements of this federal law. The health information privacy requirements are known as the HIPAA Privacy Rule and were effective beginning 14Apr2003. In addition to the HIPAA training received at the AI, the student-extern shall be required to completed Privacy Rule training specific to the CG. While at the Institution's training site, the student-extern must comply with all CG policies and procedures regarding Protected Health Information (PHI).
9. CG will designate in writing a SEP preceptor for each student-extern.
10. AI will designate in writing a liaison representative for each student-extern.

11. The agreement and the obligations of the parties hereto shall in all respects be governed by, and construed in accordance with, the internal laws of the state of the AI and the United States of America. The laws of the United States shall prevail where the laws of the state are in conflict, or preempted by, the laws of the United States of America.
12. This agreement constitutes the sole and only agreement of the parties and supersedes any and all other agreements or understanding, written or oral, respecting the subject matter herein.
13. Responsibility for affiliation agreements remains solely within the Commandant (CG-112). Commandant (CG-112) may delegate tasking where field/school interaction is deemed more expedient.

IN WITNESS WHEREOF, the AI and CG have caused this agreement to be executed by their duly authorized representatives.

Commandant (CG-112) REPRESENTATIVE

HSWL SC REPRESENTATIVE

Name _____ Date _____

Name _____ Date _____

Signature _____

Signature _____

Title _____

Title _____

ACADEMIC INSTITUTION

Name _____ Date _____

Name _____ Date _____

Signature _____

Signature _____

Title _____

Title _____

STUDENT-EXTERN PROGRAM (SEP) ORIENTATION

- A. PURPOSE. Provide an orientation guide for student-externs within Coast Guard (CG) clinics including supervisory controls, duties, and limitations.
- B. DISCUSSION. The material contained herein shall be the general operating guidelines for the SEP.
1. Welcome Aboard. The CG will strive to ensure that student-extern experiences will be informative, educational, and enjoyable. To attain the maximum benefit from this program, student-externs shall read these instructions carefully and comply with them at all times.
 2. Status. Student-externs have no legal status (i.e., authority to practice a profession) within the military establishment. A commissioned officer shall be responsible to the commanding officer and the patient for the student-extern's actions as student-externs are subject to all applicable Federal and local laws in the same manner as military members functioning in CG clinics.
 3. Authority. Student-externs are directly responsible to their preceptors for all clinical and administrative matters. Although student-externs possess a higher level of training than Health Services Technicians (HSs), they, as civilians, are outside of the clinic's authority. Therefore, in the absence of a commissioned officer, HS personnel are in charge of the clinic.
 4. Clinical Supervision. Every student-extern must work under the direct or immediate supervision of a commissioned officer or civilian equivalent who is qualified and licensed to provide the service rendered by the student-extern. Student-externs must use judgment to know when to call their preceptor for consultation. In all cases, no treatment should be initiated or performed without the consent of the preceptor. Treatment plans must be approved, and appropriate points of evaluation specified, prior to initiation of treatment.
 5. Support Staff. Student-externs will be working with HSs and/or civilian health care auxiliary personnel who have training, experience, and a certain degree of latitude in patient treatment not extended to student-externs. HS's and/or civilian health care auxiliary personnel duties include clinical and administrative assistance to student-externs.
 6. Health Record Entries. The military health record is a legal document which is the property of the U.S. Government. It may be consulted or subpoenaed at any time for legal determination of disability entitlements, for court proceedings, or to establish a line of duty/misconduct determinations in legal or administrative proceedings. Accurate, concise, and complete entries are mandatory. All entries made by student-extern shall be in the SOAP format and countersigned by their preceptors prior to the dismissal of patients.
 7. Laboratory Requests. Student-externs may be expected to recommend and compose the appropriate lab requests. All lab request forms shall be countersigned by their preceptor.
 8. Medication Prescriptions. All medication prescriptions shall be countersigned by the preceptor prior to dispensing or administering to the patient.
 9. Complaints or Suggestions. Student-externs should feel free to address suggestions or complaints

to their preceptor in a discreet manner which does not compromise patient confidentiality and confidence in the treatment being administered.

10. Standard Precautions. In the interest of patient and provider safety, student-externs shall use standard precautions with all pertinent patient interactions. Although not provided, immunizations as outlined for clinic personnel are required for all student-externs involved in invasive procedures. See Commandant (CG-1122) website for the immunizations form.

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I have read the Student-Extern Program (SEP) Orientation and understand-its contents. Additionally, I have received a local orientation concerning standard operating procedures, working hours, dress code, conduct, required courtesies, lodging and subsistence procedures and the procedures to be used for my evaluation.

NAME OF STUDENT-EXTERN (PRINT OR TYPE)

DATE

SIGNATURE OF STUDENT-EXTERN

NAME OF STUDENT- EXTERN PRECEPTOR (PRINT OR TYPE) DATE

SIGNATURE OF STUDENT-EXTERN PRECEPTOR

NAME OF HSWL SC SME or SDE (PRINT OR TYPE)

DATE

SIGNATURE OF HSWL SC SME or SDE

SIGNATURE OF
COMMANDING OFFICER (LOCAL)