MEDICAL EDUCATION AFFILIATION AGREEMENT BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA), AND A SCHOOL OF MEDICINE AND ITS AFFILIATED PARTICIPATING INSTITUTIONS

Use when trainees are enrolled in an academic program accredited by the Liaison Committee for Medical Education (LCME) or the Accreditation Council for Graduate Medical Education (ACGME)

VA NETWORK

VA MEDICAL CARE FACILITY (including city and state)

SCHOOL OF MEDICINE (including city and state)

AFFILIATED PARTICIPATING INSTITUTION #1 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #2 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #3 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #4 (including ACGME ID number, city, and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, and the listed VA facilities, and the school of medicine and its affiliated participating institutions for the academic purposes of enhanced patient care, education, and research. A medical school and its affiliated institutions that are signatories to this document are collectively referred to as "partner institutions." All parties to the agreement have a shared responsibility for the academic enterprise. The partner institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its operation. Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future health care providers and the conduct of research are VA statutory missions. By virtue of the close relationships between VA and the nation's academic institutions, VA plays a

leadership role in reshaping the education of future health care professionals to help meet the complex scope of the nation's health care delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations with educational institutions for the purposes of contributing to continued excellence in VA patient care and conducting joint academic programs that address health manpower needs throughout VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also seek to avoid duplication of academic assets. The parties enter into this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is crucial to the partnership because it forms the philosophical and, in some cases, the legal basis for numerous specific agreements that may be executed between components of the affiliate and VA.

In entering into any agreements, VA and the affiliate have a responsibility to comply with federal laws and VA policies concerning conflicts of interest. The existence of an affiliation agreement does not guarantee that VA and the affiliate will enter into additional agreements. However, some institutions may have other agreements including contracts, memoranda of understanding, or other written agreements.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with school of medicine and its affiliated institutions. Through this affiliation agreement, a partnership is created to enable enhanced patient care, education, and research.

The partner institutions comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, national origin, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

When providing professional services covered by this agreement, protection of faculty members (except those providing services under a contract with VA) and trainees of the affiliated institution from personal liability while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d).

RESPONSIBILITIES

1. **The school of medicine has the following responsibilities:**

A. Operate and manage the school of medicine and its associated residency programs and assume overall responsibility for the educational programs.

B. Maintain accreditation by the nationally recognized accreditation entities, the Liaison Committee for Medical Education (LCME) for medical students and the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

C. Encourage school of medicine faculty to accept positions as VA medical staff and assure that academic standards are met.

D. Enable school of medicine faculty appointments, appointments to school of medicine committees, and administrative positions for VA-based staff.

E. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the medical school dean and senior faculty members from appropriate divisions of the medical school and affiliated participating institutions.

2. **The school of medicine and its affiliated participating institutions (partner institutions) have the following responsibilities:**

A. Maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, letters of notification sent by ACGME to each institution having graduate medical education programs with which VA is affiliated.

C. Participate in the supervision of integrated academic programs at VA.

D. Select residents for academic programs involving VA, the school of medicine, and the affiliated participating institutions. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the school of medicine, the affiliated participating institutions, and VA.

E. Develop educational program letters of agreement for each VA health facility that provides a resident with educational experience that is one month or longer in duration. These agreements must identify faculty who will teach, supervise, and evaluate resident performance; oversee duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

3. **VA has the following responsibilities:**

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, who will provide supervision of trainees and provide veteran patient care.

C. Participate with the sponsoring institution in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Assure that staff with appropriate credentials will supervise trainees.

E. Establish minimal qualifications for trainees coming to VA for academic programs.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Review and sign appropriate educational program letters of agreement prepared by the sponsoring institution for trainees.

H. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

I. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

J. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

K. Encourage faculty appointments at the sponsoring institution for VA staff.

L. Appoint VA and appropriate sponsoring institution program faculty to the VA Partnership Council and its subcommittees. Program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

M. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SCHOOL OF MEDICINE AND AFFILIATED PARTICIPATING INSTITUTIONS SIGNATURE PAGES

Requires signature of Designated Institutional Official (DIO) for each affiliated participating institution listed on page one

Signature of DIO for the Affiliated Participating Institution #1 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #2 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #1 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #2 (Please sign in ink.)

Date of Signature

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Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #3 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #4 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #3 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #4 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Dean or Equivalent Responsible Official for the School of Medicine (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

Signature of VA Designated Education Official (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for the VA Healthcare Facility (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Chief Academic Affiliations Officer, VHA Office of Academic Affiliations, VA Central Office (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above