MEDICAL EDUCATION AFFILIATION AGREEMENT BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA), AND INSTITUTIONS SPONSORING OSTEOPATHIC GRADUATE MEDICAL EDUCATION AND THEIR AFFILIATED OSTEOPATHIC SCHOOL OF MEDICINE

Use when trainees are enrolled in an academic program accredited by the Commission on Osteopathic College Accreditation or the American Osteopathic Association Program and Trainee Review Council (PTRC)

VA NETWORK

VA HEALTHCARE FACILITY (including city and state)

SPONSORING INSTITUTION (including, city and state)

AFFILIATED PARTICIPATING INSTITUTION (including city and state)

AFFILIATED SCHOOL OF OSTEOPATHIC MEDICINE (including 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 institution sponsoring osteopathic graduate medical education programs, its affiliated participating institutions and their affiliated school of osteopathic medicine for the academic purposes of enhanced patient care, education, and research. A sponsoring institution, its affiliated participating institutions and their affiliated school of osteopathic medicine that are signatories to this document are collectively referred to as “affiliated institutions” or “the affiliate.” All parties to the agreement have a shared responsibility for the academic enterprise. The affiliated 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 healthcare system. Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future healthcare 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 shaping the education of future healthcare professionals meet the complex scope of the nation’s healthcare delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations

with educational institutions for the purposes continued excellence in VA patient care and conducting joint academic programs that address health manpower needs for 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 relationship because it forms the philosophical and, in some cases, the legal basis for specific agreements that may be executed between components of the affiliate and VA.

In entering into any agreements, VA and the affiliates 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.

RESPONSIBILITIES

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

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

B. Maintain accreditation by the nationally recognized accreditation entities, the Commission on Osteopathic College Accreditation for medical students, and programmatic approval by the American Osteopathic Association Program and Trainee Review Council (PTRC) for osteopathic medical residency programs accredited in the name of the sponsoring institution, or the Accreditation Council for Graduate Medical Education (ACGME).

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, sponsoring, and affiliated participating institutions.

2. **The sponsoring institution, its affiliated participating institutions, and their affiliated osteopathic school of medicine have the following responsibilities:**

A. Maintain accreditation by the American Osteopathic Association Program and Trainee Review Council (PTRC) for medical residency programs.

B. Authorize VA to receive from PTRC, and PTRC to provide VA, pursuant to a Memorandum of Understanding between VA and PTRC, letters of notification sent by PTRC 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 sponsoring institution, the affiliated participating institutions, and their school of medicine. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the sponsoring institution, the affiliated participating institutions, their affiliated school of medicine 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 and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

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

D. Assure that staff with appropriate academic and clinical credentials will teach and supervise trainees.

E. Establish minimal qualifications for trainees coming to VA for clinical education.

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. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

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. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and**,** in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

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

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

M. 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.

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

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 the sponsoring institution, its affiliated participating institutions

and their affiliated osteopathic school of medicine. Through this affiliation agreement, a collaboration is created with VA to enhance patient care, education, and research.

The affiliated 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, Public Law 104-191, 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, 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 properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the affiliated institutions from personal liability while at a VA healthcare facility will be that which is provided under the Federal Employees' Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until _____ *[insert a date not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* 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.

INSTITUTIONS SPONSORING OSTEOPATHIC GRADUATE MEDICAL EDUCATION AND THEIR AFFILIATED OSTEOPATHIC SCHOOL OF MEDICINE SIGNATURE PAGE

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

Signature of Designated Education Signer for the Sponsoring Institution

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Education Signer for the Affiliated Participating Institution

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 Sponsoring Institution

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

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 Osteopathic Medicine

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 Officer

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

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

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

Date of Signature

Typed Name of Individual Signing Above