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## **CHAPTER 2. AFFILIATIONS WITH ACADEMIC INSTITUTIONS**

### **2.01 GENERAL**

a. VHS&RA strongly supports a broad policy of cooperation and professional interchange with educational institutions, especially those which actively support research. This policy is based on the premise that the best level of health care is provided in an environment in which the spirit of inquiry and investigation exists in combination with teaching and learning. Experience since 1946 has confirmed validity of this policy. Implementation of this policy is the responsibility of the ACMD for Academic Affairs but is to be carried out by all VHS&RA personnel.

b. Affiliations with educational institutions have developed to the mutual advantage of VHS&RA and those institutions. The methods for accomplishing educational objectives are essentially the same as those for accomplishing patient care objectives.

c. In any affiliation with a VA health care facility, the academic institution accepts responsibility for education and training programs which originate at that institution and in which there is mutual involvement.

d. In all affiliated relationships, VA retains full responsibility for the care of its patients, including all administrative and professional functions.

e. The benefits of academic affiliations are of such significance that VA discourages the initiation or continuance of free-standing training programs in its health care facilities. However, a free-standing training program may be acceptable when unique local circumstances demonstrate its benefit to the facility and the community.

f. It is VHS&RA policy (1) to establish no new multiple medical school affiliations, i.e., one VA health care facility affiliated with more than one medical school, and (2) that recommendations for changing the scope and intensity of an existing affiliation or establishing a new affiliation will be a function of the Chief Medical Director's Affiliation Steering Committee and the Medical District Initiated Program Planning process.

### **2.02 OBJECTIVES**

a. The objectives of affiliations with educational institutions, as defined in paragraphs 2.03 and 2.04 below, include: assisting in the recruitment of the most qualified staff (full-time and part-time); creating a patient care environment characterized by an atmosphere of inquiry; and maintaining and improving the quality of health care of veteran patients. One result will be providing for improved veteran-patient care by assisting in providing an adequate supply of health care personnel for VA and the Nation. These objectives are to be accomplished within the context of the overall mission and goals of VHS&RA, participation in education and training programs described in chapter 1.

b. Affiliations are expected to augment the professional and technical resources of both VA facility and the affiliating institution by: increasing the potential for attracting and retaining a VA professional and technical staff of the highest caliber; ensuring the

continuing competence of VA health professionals by providing the professional and intellectual challenge characteristic of educational environments; and providing coordinated educational programs that will assist in the production of the best quality of health care personnel, including providing for their continuing education and career development.

c. The following specific objectives can be best achieved through development of programs that are educationally integrated with those of affiliated academic institutions:

- (1) Formulation of appropriate objectives, curriculum design, and program evaluation;
- (2) Selection of well-qualified students/trainees;
- (3) Optimal use of VHS&RA educational resources and those of the affiliated educational institutions;
- (4) Recognition of VHS&RA participation in educational programs by duly recognized accrediting bodies and agencies.

## **2.03 TYPES OF AFFILIATIONS AND AFFILIATION AGREEMENTS**

VA recognizes two types of affiliations--institutional and programmatic.

### **a. Institutional Affiliations**

(1) **Definition.** A VA facility affiliated with a medical and/or dental school for the purpose of conducting graduate and undergraduate programs of medical and/or dental education.

(2) **Programs.** Any medical and/or dental residency and/or clinical clerkship approved by the authorized accrediting body recognized by VA\* may be included among the educational programs offered through the affiliation.

(3) **MA (Memorandum of Affiliation).** The document required to establish an institutional affiliation will conform to the language and format approved by VA General Counsel, appearing in appendix 2A. Any deviation from this format must be reviewed and approved by the ACMD for Academic Affairs and the General Counsel.

(4) **Approval.** An MA with a medical and/or dental school requires the approval of the ACMD for Academic Affairs and the Chief Medical Director.

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*\*Authorized accrediting bodies recognized by VA for medical, dental, or osteopathic postgraduate training are: the ACGME (Accreditation Council for Graduate Medical Education); the Council on Dental Education, Commission on Accreditation, American Dental Association; and the Committee on Postdoctoral Training, American Osteopathic Association. Authorized accrediting bodies recognized by VA for undergraduate clinical clerkship training and other medical/dental/osteopathic education and training are the LCME (Liaison Committee on Medical Education); the Council on Dental Education, Commission on Accreditation, American Dental Association; and the Bureau of Professional Education, American Osteopathic Association.*

(5) **Multiple Affiliations.** It is VHS&RA policy that no new multiple institutional affiliations with medical schools be established, i.e., one VA facility affiliated with more than one medical school. A VA facility may have full institutional affiliations (app. 2A) with both one medical school and one dental school.

(6) **Scope and Intensity of Affiliation.** Recommendations for significant changes in the scope and intensity of an existing affiliation or establishing a new affiliation will be reviewed as a part of the Medical District Initiated Program Planning process, by the ACMD for Academic Affairs, and by the Chief Medical Director's Affiliation Steering Committee. Significant changes are defined periodically by the Chief Medical Director. Their reviews and recommendations will be submitted for the consideration of the Chief Medical Director.

#### **b. Program (Department) Affiliations**

(1) **Definition.** A VA facility affiliated with an educational institution for the purpose of conducting a graduate or undergraduate program of education and training in any associated health profession or occupation, or in any single, limited medical or dental graduate or undergraduate educational program, e.g., a neurology residency program.

(2) **Programs.** Any program of education and training approved by the authorized and recognized accrediting body for the discipline may be the subject of a program affiliation.

(3) **Memorandum of Affiliation.** The document required to establish a program affiliation will conform to the language and format approved by VA General Counsel, appearing in appendix 2B or 2C. Any deviation from these formats must be reviewed and approved by the ACMD for Academic Affairs and by the General Counsel. Appendix 2B is used when a VA medical center helps train students from another institution. A pre-printed VA Form 10-0094 is available for 2B agreements. Appendix 2C is used when another institution helps train students from an accredited VA program.

(4) **Approval.** Facility Directors are authorized to review and approve all standard programmatic Memorandums of Affiliation (app. 2B and 2C agreements) for all associated health professions affiliated education programs.

### **2.04 RELATIONSHIPS WITH MEDICAL SCHOOLS**

**NOTE:** *For purposes of this manual, the term "medical schools" includes colleges and schools of osteopathy unless specifically differentiated.*

a. The philosophy, statement of objectives, and definition of responsibility contained in Policy Memorandum No. 2, January 30, 1946, (see app. 2D) have been vital in molding relationships with medical schools with respect to care of patients, graduate education and training, and operation of VA facilities. Pertinent provisions of that memorandum are incorporated in this chapter to afford consistent interpretation and dissemination of policies and procedures.

b. The concepts and objectives discussed in the foregoing paragraphs of this chapter govern the establishment of affiliations with medical schools and other educational institutions. The following parts of this paragraph affect affiliations with medical schools in particular.

(1) When a medical school is involved in VA-based training programs in association with the academic institution of which it is a part, it will:

(a) Organize and nominate to VA facility Director, a Committee of Deans (Deans Committee) composed of Deans, senior faculty members from appropriate departments and divisions of the medical school and other involved health professional schools which will cooperate in the affiliation. (See par. 3.02 for the committee appointments and procedures.)

(b) Nominate to VA facility Director a staff of consulting and attending specialists in the number and with the qualifications agreed to by the Deans Committee and VA.

(c) Participate in the supervision of the education and training programs of VA and such programs as are operated jointly by VA and the schools affiliated with VA health care facility.

(d) Nominate all physician and dentist trainees and other health care trainees with the qualifications agreed to by the Deans Committee, the affiliated educational institution and VA.

**(2) VA will**

(a) Operate and administer the facility.

(b) Appoint qualified physicians and dentists to the full-time and regular part-time staff of the facility. Nominations to the Director by the Deans Committee for full-time and regular part-time positions will be welcomed. The regularly appointed staff, including the chiefs of services, are fully responsible to their immediate superiors in VA.

(c) Appoint the attending and consulting staff and the physician, dentist and other trainees nominated by the Deans Committee and approved by VA. Individuals thus appointed are fully responsible to their immediate superiors in VA for their patient care activities carried out in VA facilities.

(d) Cooperate fully with the affiliated health professional schools in the conduct of appropriate accredited programs of education and training.

**(3) Health care facility Directors will**

(a) Be fully responsible for the operation of their health care facility.

(b) Cooperate with the Deans Committee in the conduct of education and training programs.

**(4) VA Chiefs of Staff will**

(a) Be responsible to VA medical center Director for the professional health care operations of the facility.

(b) Cooperate closely with the Deans Committee and the affiliated educational institutions in the direction and conduct of education and training programs.

**(5) Chiefs of services will**

(a) Be responsible to their superiors in VA for the conduct of their services.

(b) With the assistance of the health care facility staff, and in cooperation with the consulting and attending staff, assist faculty members in the supervision of the education and training programs within their respective services.

**(6) Full-time and part-time staff will**

- (a) Be responsible to their superiors in VA for the discharge of their assigned responsibilities.
- (b) Participate in the education and training programs within their respective services.

**(7) Attending staff will**

- (a) Be responsible to the respective chiefs of VA health care facility services.
- (b) Accept full responsibility for the proper care and treatment of patients in their charge.
- (c) Cooperate in achieving the curricular objectives of the educational programs in which they participate.
- (d) Hold faculty appointments in one of the affiliated schools, or be outstanding members of the profession with equivalent qualifications acceptable to VA.

**(8) Consultants will**

- (a) Be members of the faculty, of professorial rank or have equivalent professional qualifications acceptable to VA.
- (b) As representatives of the medical schools, participate in, and assume appropriate responsibility for, the education and training programs of VA facility.
- (c) Make available to the Director, Chief of Staff, and the appropriate chiefs of services the benefit of their professional advice and counsel.

**2.05 RELATIONSHIPS WITH DENTAL SCHOOLS**

- a. All considerations bearing upon the desirability and practical advantage of VA-medical school relations apply with equal force to Dental Services and their relationship to schools of dentistry. Hence, an analogous system of cooperation between VA facilities and schools of dentistry is encouraged wherever feasible.
- b. Where affiliation with a medical school exists, the appointment of a dental member(s) to the Deans Committee will be recommended by the chairperson of the Deans Committee concerned. Appointments will be made by VA facility Director, as appropriate, in response to nomination as prescribed for all appointments to the Deans Committee.
- c. In VA facilities having a dental residency training program, a Dental Training Subcommittee may be appointed by the chairperson of the Deans Committee in response to recommendations from the dental member(s) of the committee. The Dental Training Subcommittee will be responsible to the Deans Committee.

**2.06 RELATIONSHIPS WITH OTHER ACADEMIC INSTITUTIONS AND AGENCIES**

- a. **General.** The concepts and objectives discussed in paragraphs 2.01, 2.02, and 2.03 are applicable in establishing and maintaining training relationships with educational institutions other than medical and dental schools.
- b. **Division of Responsibilities.** In establishing relationships with academic institutions and/or other public or nonprofit agencies to provide educational programs for associated health professions trainees, VA facility is committed to offering appropriate experience under qualified supervision in the trainees' respective disciplines. The educational institution will retain primary responsibility for the academic phase of the curriculum and for collaborating with VA in the clinical phases of instruction. The selection of students for VA-based portion of the curriculum will be a collaborative effort of the academic institution and VA facility.

c. **Program Implementation.** When a mutually beneficial program is agreed upon, the arrangement will be validated by following the requirements of paragraph 2.07.

d. **Supplementary Provisions.** Additional applicable supplementary policies and procedures are in part II, chapter 2.

## **2.07 PROGRAM REQUIREMENTS AND PROCEDURES**

### **a. General**

(1) It is VHS&RA policy to support programs that are educationally integrated with the programs of affiliated educational institutions. Approval from duly recognized accrediting bodies for such programs will ordinarily be in the name of the affiliated educational institution. Free-standing programs may be acceptable when unique local circumstances demonstrate their benefit to facilities and communities. Approval from duly recognized accrediting bodies for free-standing programs must be in the name of VA or shared with an affiliated institution.

(2) When unusual circumstances warrant that educational programs include the furnishing of practicum and/or clinical instruction to compensated trainees at a non-VA institution, such arrangements will not be initiated until the ACMD for Academic Affairs has received adequate justification for the need to utilize non-VA facilities in place of, or in addition to, VA facilities in which to conduct training. (Pt. II, ch. 1 and ch. 2.)

(3) The required MA will conform to the format presented in appendix 2A, 2B, or 2C. An institutional affiliation agreement involving a medical or dental school will conform to the format of appendix 2A. Other agreements will conform to the format of appendix 2B or 2C. Any deviation from these formats must be reviewed and approved by the ACMD for Academic Affairs and by the General Counsel.

**b. Institutional Affiliations Agreements**

(1) See paragraph 2.03a.

(2) An MA with a medical and/or dental school requires the approval of the ACMD for Academic Affairs and the Chief Medical Director.

(3) Policies relating to the establishment and administration of residency and clinical clerkship training programs in medicine and dentistry are outlined in part II, chapter 1.

**c. Program (Department) Affiliations**

(1) See paragraph 2.03b.

(2) An MA (app. 2B or 2C) with an educational institution for the sole purpose of establishing a program affiliation requires the approval of the ACMD for Academic Affairs, except as noted in paragraph 2.03b(4):

(a) At institutions where a Vice President for Health Sciences or comparable position exists, a single MA may cover all affiliated programs under the Vice President's jurisdiction.

(b) For the health professional schools not under the jurisdiction of a Vice President for Health Sciences, or comparable position, the Dean of the health professional school may sign a single MA (app. 2B or 2C) for VA affiliated programs.

(c) Multiple programs which are included under a single MA must be listed in an appendix affixed to the memorandum.

(d) Where a common educational program is conducted by the same institution with more than one VA facility, a single MA may be executed between the institution and VA facilities involved, with each Director cosigning the memorandum.

(3) Policies relating to the establishment and maintenance of clinical education activities affiliated with undergraduate and graduate educational programs for trainees in associated health care professions are contained in part II, chapter 2.

**d. Discrimination Prohibited.** All institutions affiliating with a VA health care facility must comply with the provisions of Title VI of the Civil Rights Act of 1964; Title IX of Pub. L. 92-318, the Education Amendment Act of 1972; Section 504 of the Rehabilitation Act of 1973; and Title III of the Older American Amendments of 1975.

**2.08 (RESERVED.)**

**2.09 REVIEW OF FACILITY PROGRAMS AND AFFILIATIONS**

Reviews of educational programs and affiliated programs by the Office of Academic Affairs will be undertaken when necessary and may be used in determining the provision of resources. Reviews may be a basis for recommendations concerning the continuation of an affiliation, judged by the effectiveness of the interinstitutional relationship(s) and the benefit to each of the partners.

**MEMORANDUM OF AFFILIATION**

**BETWEEN**

**DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, (City, State, Zip)**

**AND**

**(Name of Medical or Dental School)**

This agreement, when duly executed and approved by VA (Department of Veterans Affairs), authorizes VA facility to affiliate with the (name of medical or dental school) for the purposes of education and training. The school accepts responsibility for the integrated education and training programs conducted with VA facility. VA retains full responsibility for the care of patients, including all administrative and professional functions pertaining thereto. Responsibilities shall be divided as follows:

**1. The (name of medical or dental school) at (location)**

a. Will organize and nominate to VA facility Director, a Committee of Deans (Deans Committee) composed of Deans, senior faculty members from appropriate divisions of the medical or dental school and other involved health professional schools which will cooperate in the affiliation.

**NOTE:** *When a separate dental affiliation is in order, the following will be substituted for paragraph 1.a.: "Will, on request of the Chairperson, be represented on the Committee of Deans."*

b. Will nominate to VA facility Director a staff of consulting and attending specialists in the number and with the qualifications agreed to by the Deans Committee and VA.

c. Will participate, through the Director and the staff of consulting and attending specialists, in the supervision of the integrated education and training programs of VA and such programs as are operated jointly by VA and the schools affiliated with VA health care facility. VA staff members who are also faculty members will be responsible for student and house staff supervision for educational purposes, but can delegate responsibility to nonfaculty VA staff members under unusual circumstances.

d. Will nominate all physicians and dentists for intern, resident, and other graduate education and training programs operated jointly by VA medical center and the affiliated school(s), with the qualifications agreed upon by the Deans Committee and VA.

**2. Department of Veterans Affairs**

a. Will operate and manage VA facility.

b. Will appoint qualified physicians, dentists, and other health care professionals, as appropriate, to full-time and regular part-time staff of the facility. Nominations to VA facility Director by the Deans Committee for full-time and regular part-time positions will be welcomed. The regularly appointed staff, including chiefs of service, are fully responsible to their immediate supervisors in VA.

c. Will consider for appointment the attending and consulting staff and the physician and dentist trainees nominated by the schools and recommended by the Deans Committee.

d. Will cooperate with the (name of medical or dental school) in the conduct of appropriate programs of education, training and research.

### **3. Director, VA Medical Center**

a. Will be fully responsible for the operation of VA facility.

b. Will cooperate with the Deans Committee in the conduct of education and training programs and in the evaluation of all participating individuals and groups.

### **4. VA Chief of Staff**

a. Will be responsible to the Director for the professional health care operations of the facility.

b. Will cooperate with the Deans Committee and the affiliated educational institutions in the direction and conduct of the education and training programs.

### **5. Chiefs of Services**

a. Will be responsible to their superiors in VA for the conduct of their services.

b. Will, with the assistance of the health care facility staff, and in cooperation with consulting and attending staff, assist faculty members in the supervision of the education and training programs which are the subject of this agreement and which are within their respective services.

### **6. Full-time and Part-time Staff**

a. Will be responsible to their supervisors in VA for the discharge of their responsibilities.

b. Will participate in the education and training programs within their respective services. Those staff with faculty appointments will be responsible for the supervision of the education of students and house staff on their service, and only may delegate supervision to nonfaculty full- or part-time staff in unusual circumstances.

### **7. Attending Staff**

a. Will be responsible to the respective chiefs of services.

b. Will accept responsibility for the proper care and treatment of patients in their charge including the supervision of students and house staff.

c. Will cooperate in achieving the education and training objectives of the educational programs in which they participate.

d. Will hold faculty appointments in the (name of medical or dental school), or will be outstanding members of the profession with equivalent professional qualifications acceptable to VA.

## 8. Consultants

a. Will be members of the faculty, in the (name of medical or dental school), of professorial rank, or have equivalent professional qualifications acceptable to VA, and be subject to VA regulations concerning consultants.

b. Will, as representatives of the school, participate in and be responsible for, the integrated education and training programs of the affiliated VA health care facilities, subject to current VA policy and regulations.

c. Will make available to the Director, Chief of Staff, and the appropriate chief of service the benefit of their professional advice and counsel.

### TERMS OF AGREEMENT

1. The (name of medical or dental school) complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title III of the Older Americans Amendments of 1975 and all related regulations, and assures that it does not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age, or handicap under any program or activity receiving Federal financial assistance.

2. 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.

3. Protection of faculty members and students of the affiliated institutions from personal liability when furnishing professional services covered by this agreement while at VA health care facility will be that which is provided under the Federal Tort Claims Act, as implemented by 38 U.S.C. 4116.

4. Periodic reviews of programs and policies will be conducted as necessary under the auspices of the ACMD for Academic Affairs.

5. This agreement may be terminated at any time by mutual consent, or on 6 months notice given by either party.

\_\_\_\_\_  
*Responsible Official* (Date)  
*for the School*  
*(Name and Title)*

\_\_\_\_\_  
*Facility Director* (Date)  
*VA Medical Center*

\_\_\_\_\_  
*Chief Medical Director* (Date)

*Veterans Health Services and*

*Research Administration*

**MEMORANDUM OF AFFILIATION**

**BETWEEN**

**DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, (City, State, Zip)**

**AND**

**(Name of Educational Affiliate, City, State, Zip)**

It is mutually agreed by (Affiliate) and the Department of Veterans Affairs Medical Center (city, state) that educational experiences will be provided at VA facility for students in the following program(s):

(NB: Give full program name and academic degree anticipated; e.g., Masters Degree Program in Social Work; Associate Degree Program in Nursing; Baccalaureate Degree Program in Hospital Pharmacy; Doctoral Program in Audiology; Certificate Program for Medical Laboratory Technicians; Occupational Therapy Assistant Program, etc.)

The faculty of the (Affiliate) will assume responsibility, in coordination with VA staff, for the assignment of students. There will be coordinated planning by VA facility and the faculty members. While in VA facility, students will be subject to VA rules and regulations.

The facility will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the facility and/or the direct and indirect care of patients. The faculty is responsible for the supervision of the education of undergraduate and graduate students and residents.

Students will receive an orientation to the facility. Faculty members and facility staff supervisors will evaluate the student's performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

The (Affiliate) complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title III of the Older Americans Amendments of 1975, and all related regulations, and assures that it does not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap under any program or activity receiving Federal financial assistance.

Nothing in the 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 laws, Federal laws will govern.

Protection of faculty members and students of the affiliated institution from personal liability when furnishing professional services covered by this agreement while at VA health care facility will be that which is provided under the Federal Tort Claims Act, as implemented by 38 U.S.C. 4116.

Periodic reviews of programs and policies will be conducted as necessary under the auspices of the Office of Academic Affairs.

This Memorandum of Affiliation may be terminated by either party on written notice to the other (state time period) in advance of the next training experience.

*Date signed* \_\_\_\_\_

*Name (type:)*

*Name of Affiliate:*

*Date signed* \_\_\_\_\_

*Name (type:)*

*VA Medical Center*

\_\_\_\_\_

*Title of Responsible Official*

\_\_\_\_\_

*Facility Director*

**NOTE: Use VA Form 10-0094**

**MEMORANDUM OF AFFILIATION**

**BETWEEN**

**DEPARTMENT OF VETERANS AFFAIRS MEDICAL CENTER, (City, State, Zip)**

**AND**

**(Name of Health Care Facility/Agency, City, State, Zip)**

1. It is mutually agreed by the Department of Veterans Affairs Medical Center, (city, state) and (name of health care facility/agency, city, state) that practical experience for VA (residents/interns) in the (name of program) will be provided at (name of health care facility/agency, city, state).

2. VA (residency/internship) program director will assume responsibility for the selection and assignment of VA (residents/interns) to the learning experiences. There will be coordinated planning between the (name of health care facility) and the director of VA (residency/internship) program regarding scheduling and work assignments. While at (name of health care facility), VA (residents/interns) will conduct themselves in accordance with the rules and regulations of the (name of health care facility).

3. The (name of health care facility) will retain full responsibility for the care of patients and will maintain administrative and professional supervision of the (residents/interns) insofar as their presence affects its operation and/or the direct or indirect care of the patients.

4. (Residents/interns) will receive a thorough orientation to the (name of health care facility). VA Medical Center (residency/internship) program director and the (name of health care facility) staff supervisors will evaluate the (residents/interns) performance by mutual consultation according to the guidelines of the (residency/internship) program.

5. The (name of health care facility) complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and Title III of the Older Americans Amendments of 1975, and all related regulations, and assures that it does not, and will not, discriminate against any person on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

6. Nothing in the 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 laws, Federal laws will govern.

7. Protection for faculty members, students, interns, and residents from personal liability, while furnishing professional services covered by this agreement in the affiliating institution, will not be covered under the Federal Tort Claims Act as implemented by 38 U.S.C. 4116.

8. Periodic reviews of program and policies will be conducted as necessary under the auspices of the Office of Academic Affairs.

9. This Memorandum of Affiliation may be terminated by either party on written notice to the other (state time period) in advance of the next training experience.

Signature for Health Care Facility: \_\_\_\_\_

*Name: (To be typed)*

*Date Signed*

*Title: (To be typed)*

*Signature for VA Medical Center:* \_\_\_\_\_

*Name: (To be typed)*

*Date Signed*

*Facility Director*

*VA Medical Center*

January 30, 1946

POLICY MEMORANDUM NO. 2

**SUBJECT: Policy in Association of Veterans' Hospitals With Medical Schools.**

1. GENERAL CONSIDERATIONS

a. Necessity for Mutual Understanding and Cooperation. The Department of Medicine and Surgery of the Veterans' Administration is embarking upon a program that is without precedent in the history of Federal hospitalization. It would, therefore, be most unusual if numerous problems did not arise for which no fully satisfactory solution were immediately apparent. Such problems frequently can be solved only by trial and error; and, until workable solutions are found, both parties in the program must exercise tolerance if the program is not to fail.

There can be no doubt of the good faith of both parties. The schools of medicine and other teaching centers are cooperating with the three-fold purpose of giving the veteran the highest quality of medical care, of affording the medical veteran the opportunity for post-graduate study which he was compelled to forego in serving his country, and of raising generally the standard of medical practice in the United States by the expression of facilities for graduate education.

The purpose of the Veterans' Administration is simple: affording the veteran a much higher standard of medical care than could be given him with a wholly full-time medical service.

The purposes of both parties being unselfish, and there being no conflict of objectives, there can be no serious disagreement over methods. It will be recognized that the Veterans' Administration is charged with certain legal responsibilities in connection with the medical care of veterans which it cannot delegate, if it would. Yet the discharge of these responsibilities need not interfere with the exercise by the schools of their prerogatives in the field of education.

All medical authorities of the Veterans' Administration will cooperate fully at all times with the representatives of associated schools and other centers. It is the earnest desire of the Acting Chief Medical Director that our relations with our colleagues be cordial as well as productive.

b. General Division of Responsibility: The Veterans' Administration retains full responsibility for the care of patients, including professional treatment, and the school of medicine accepts responsibility for all graduate education and training.

2. THE VETERANS' ADMINISTRATION

a. Operates and administers the hospital.

b. As rapidly as fully qualified men can be had, will furnish full-time chiefs of all services (see par. 5 below) who will supervise and direct the work of their respective staffs, including the part-time attending staff furnished from the School of Medicine, insofar as the professional care of patients is concerned. Nominations by Deans' Committees for such full-time positions will be welcomed; and, unless there be impelling reasons to the contrary, will be approved wherever vacancies exist. These service chiefs are fully responsible to their immediate superior in the Veterans' Administration.

**CERTIFICATE FOR PRINTING PURPOSES!**

c. Appoint the consultants, the part-time attending staff and the residents nominated by the Deans' Committee and approved by the Veterans' Administration.

d. Cooperate fully with the Schools of Medicine in the graduate education and training program.

### 3. THE SCHOOLS OF MEDICINE:

a. Will organize a Deans' Committee, composed of senior faculty members from all schools cooperating in each project, whether or not furnishing any of the attending or resident staff.

b. Will nominate an attending staff of diplomates of specialty boards in the numbers and qualifications agreed upon by the Deans' Committee and the Veterans' Administration. (See 6e)

c. Will nominate, from applicants, the residents for graduate education and training.

d. Will supervise and direct, through the Manager of the hospital and the Consultants, the training of residents.

e. Will nominate the consultants for appointment by the Veterans' Administration.

### 4. HOSPITAL MANAGERS:

a. Are fully responsible for the operation of their hospitals.

b. Will cooperate with the Deans' Committee, bringing to its attention any dereliction of duty on the part of any of its nominees.

### 5. CHIEFS OF SERVICE:

a. Are responsible to their superior in the Veterans' Administration for the conduct of their services.

b. Will bring to the attention of their superior, for his action, such cases as they are unable to deal with personally of dereliction of duty or incompetence on the part of any full-time or part-time staffs under their control.

c. Will, together with the part-time attending staff, under the direction of the Manager, supervise the education and training program.

d. When full-time employees of the Veterans' Administration, will be diplomates of their respective boards and will be acceptable to the Deans' Committee and to the specialty boards concerned. It is the urgent purpose of the Veterans' Administration to place full-time fully qualified and certified chiefs of service for all services in each hospital associated with a School of Medicine. Except in cases where the chief selected has local affiliations, which might embarrass or prejudice his relations with one or another of the associated schools, his initial assignment may not be cleared through the Deans' Committee. In all cases, when it has been conclusively demonstrated that a chief

of service cannot cooperate with a Deans' Committee, he will be transferred (if efficient otherwise) and replaced by another. Until this purpose can be fully accomplished, however, in order that a hospital may obtain approval for resident training by one or another specialty board, it may be necessary to appoint part-time chiefs of services who meet the requirements of the boards. This will be done; but it will be done with the understanding that the part-time chiefs will be replaced with qualified full-time chiefs as rapidly as they become available. The duties and responsibilities of part-time chiefs will be the same as those of full-time chiefs.

6. PART-TIME ATTENDING STAFF:

- a. Will be responsible to the respective chiefs of service.
- b. Will accept full responsibility for the proper care and treatment of patients in their charge.
- c. Will give adequate training to residents assigned to their service.
- d. Will be veterans unless approval in each case has been given by the Chief Medical Director.
- e. Will be diplomates of their respective boards and acceptable to such boards for direction of resident training. Exception may be made in the case of a veteran who has completed the first part of his board examination, but whose completion of the examination was interrupted by the exigencies of the military service.
- f. Will hold faculty appointments in one or another of the associated Schools of Medicine, or will be outstanding members of the profession of the caliber of faculty members.

7. CONSULTANTS:

- a. Will be veterans unless approval in each case has been given by the Chief Medical Director.
- b. Will be members of the faculty, of professorial rank, of one or another of the associated Schools of Medicine.
- c. Will, as representatives of the Schools of Medicine, direct and be responsible for the educational training of residents.
- d. Will afford to the Manager and the proper Chief of Service the benefit of their professional experience and counsel.
- e. Will conduct their duties through, and in cooperation with, the Manager and the proper Chief of Service, and also, in matters of education and training, with the part-time Attending Staff--always, however, coordinating with the Chief of Service.

August 22, 1980

**ADDENDUM TO POLICY MEMORANDUM NO. 2**

The following policy statement relates to the "GENERAL CONSIDERATIONS" portion of Policy Memorandum No. 2 dated January 30, 1946:

Historically the Department of Medicine and Surgery has been committed to provide quality care for its veteran constituency and to use all means possible to accomplish it. One highly desirable method, dating back to Policy Memorandum No. 2, has been to arrange mutually beneficial affiliations with medical schools. At the same time, affiliation with a medical school cannot be considered the only prerequisite for provision of quality care. High quality care can be and is provided by both affiliated and unaffiliated VA medical centers. DM&S remains committed to explore all avenues of providing quality care while continuing to contribute to the national requirement for health manpower production.

**CERTIFICATE FOR PRINTING PURPOSES!**