

This includes the requirement that all HPTs have documentation of updated immunizations appropriate for health care providers on file. In addition, the Academic Institution will inform HPTs if additional immunizations are required by VA (e.g., annual influenza vaccination).

The Academic Institution will provide general clinical orientation to its HPTs, conduct any screenings as needed by the TQCVL, and provide TQCVLs annually for all HPTs rotating at VA. In addition, for each referred HPT, and prior to their placement at VA, the Academic Institution will perform appropriate background screening and verification, including checking for listing on the Health and Human Services [List of Excluded Individuals/Entities](#). Any trainee having a current or past license in any health profession will have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB).

VA Medical Center:

VA will conduct required onboarding procedures and background screening and will follow all policies and guidelines for HPT Onboarding, HPT Supervision, and Educational Relationships. VA will notify the Academic Institution when new Directives or Handbooks pertaining to education are released or current ones are updated. VA is responsible for conducting periodic reviews of local academic programs and policies that ensure compliance with VA policies.

F. Academic Partnerships.

Academic Institution:

The relationship between the Academic Institution and the VA medical center is vital to the success of academic health professions education. The Academic Institution will encourage VA staff involved in teaching their HPTs to participate in relevant meetings at the Academic Institution (e.g. Curriculum Committee, Competency Committee, Admissions Committee). In addition, the Academic Institution should have, or develop, processes for VA teaching staff to obtain faculty and applicable committee appointments at the Academic Institution. The Academic Institution should recommend members from its staff for an appointment to the VA Affiliation Partnership Council and its subcommittees, per the [VHA Handbook 1400.03](#).

VA Medical Center:

VA and appropriate Academic Institution representatives may be appointed to a VA Affiliation Partnership Council (APC) and/or its subcommittees. Membership in the APC will be chosen based primarily on the size of the training program within VA and geographic proximity to the VA facility.

G. Learning Environment.

Academic Institution:

The Academic Institution is responsible for communicating to VA updated accreditation and local program standards for maintaining a quality, accredited educational program. The Academic Institution should inform VA of its processes for monitoring the learning environment.

VA Medical Center:

The VA medical center is required to provide appropriate supervision of HPTs. This requirement provides safe and effective care to patients, ensures each HPT develops skills, knowledge, and attitudes required to become a competent and compassionate practitioner, and establishes a foundation for continued professional growth.

As an educational site, the VA medical center is required to provide a safe and secure clinical learning environment. This requirement ensures the psychological, emotional, and physical well-being of learners, which is critical for the development of competent, caring, and resilient HPTs. Through this support, the HPT learns to make decisions based on empathy and from a patient-centric perspective and exhibit professionalism.

The VA clinical learning environment emphasizes the following principles:

- 1) Excellence in the safety and quality of care provided to patients by HPTs during their clinical education.
- 2) Excellence in the safety and quality of care provided to patients by HPTs in their future practice.
- 3) Excellence in professionalism through faculty role-modeling including the minimization of self-interest, the encouragement of scientific curiosity, discovery and intellectual rigor in problem-solving, taking place in an environment emphasizing a humanistic approach to patient care.
- 4) A commitment to the well-being of the HPTs, faculty members, and all other members of the health care team.
- 5) The creation of a cooperative and collaborative inter-professional environment for learning.

HPTs should work in a well-coordinated manner with other health care professionals and trainees, and in collaboration with trainees from other Academic Institutions, to achieve excellent patient care and organizational patient safety goals. The clinical learning environment will provide opportunities for education balanced with opportunities for rest and personal well-being.

TERMS OF AGREEMENT

The ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Responsibility for academic education rests with the Academic Institution. Through this affiliation agreement, collaboration is created with VA to enable enhanced education.

The Academic 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 to Veterans covered by this agreement, properly appointed faculty members (except those providing services under a contract with VA) and properly appointed HPTs of the Academic Institution are protected from personal liability by 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.

In accordance with the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule, P. L. 104-191, VHA is a covered entity. As such, VHA must ensure that all those who access and use its protected health information, including the Academic Institution, will both protect the privacy of protected health information (PHI) and secure the same, by complying with all requirements found in the HIPAA Privacy Rule, Security Rule and Breach Notification Rule as found in 45 C.F.R. Parts 160 and 164. In cases where PHI may occasionally need to be disclosed from VA to the Academic Institution, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes. Shared HPTs or shared faculty members may need to submit PHI directly to the Academic Institution.

Both the VA medical center and the Academic Institution agree to:

- Utilize de-identified data (whether in electronic or paper format) wherever possible in this relationship,
- Protect individually identifiable health information by securely managing the confidentiality, integrity, and availability of PHI,
- Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as allowed under the authority of all applicable VA privacy statutes such as the Privacy Act, 38 U.S.C. § 7332, 38 U.S.C. § 5705, 38 U.S.C. § 5701 and all HIPAA regulations,
- Not use or further disclose PHI other than as permitted or required by this agreement or as required by law,
- Report to the other party (and to its own HIPAA Privacy Officer) all security incidents involving PHI within 24 hours of discovery. The reports shall be sent by e-mail to the appropriate representative, as identified by each party. With respect to any such possible incidents, each party shall comply with all applicable reporting, individual notification, and mitigation requirements under VA policy.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until _____ *[insert a date that is no more than ten years in the future.] It is the expectation that both parties monitor this termination date and if desirable seek to renew it in a timely fashion to avoid any lapse in the 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.

SIGNATURE PAGE

I. Academic Institution Signatures

Signature of Dean, Provost or Designee

Signature of Academic Institution Program Director

Date of Signature

Date of Signature

Print/Type Name of Individual Signing Above

Print/Type Name of Individual Signing Above

Title of Individual Signing Above

Title of Individual Signing Above

II. VA Medical Center Signatures

*Signature of Profession-specific VA Site Director or
Equivalent Responsible Party for the Educational Program
at VA*

*Signature of VA Designated Education Officer or
Associate Chief of Staff in Education*

Date of Signature

Date of Signature

Print/Type Name of Individual Signing Above

Print/Type Name of Individual Signing Above

Title of Individual Signing Above

Title of Individual Signing Above

Signature of VA Medical Center Director

Date of Signature

Print/Type Name of Individual Signing Above

Title of Individual Signing Above

**III. Veterans Health Administration Signatures
(Necessary for AHE/Nursing programs establishing disbursement agreements)**

Signature of VISN Director

Date of Signature

Print/Type Name of Individual Signing Above

VISN Director

Title of Individual Signing Above

Signature of Chief Academic Affiliations Officer

Date of Signature

Print/Type Name of Individual Signing Above

Chief Academic Affiliations Officer

Title of Individual Signing Above