

INFORMATION ONLY



ASSOCIATED HEALTH AND NURSING EDUCATION AFFILIATION AGREEMENT BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA), AND AN EDUCATIONAL PROGRAM

(Use when health professions trainees are enrolled in an Associated Health or Nursing educational program accredited by an approved accrediting body.)

VA MEDICAL CENTER:

VETERANS SERVICE NETWORK:

**NAME OF EDUCATIONAL
(ACADEMIC) INSTITUTION**

(including City and State):

NAME OF COLLEGE / SCHOOL:

PROFESSION:

**ACADEMIC DEGREE / TRAINING
PROGRAM:**

PROGRAM / DEGREE

ACCREDITING BODY:

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between the VA medical center and the Academic Institution (School, College or Program) for the academic purpose of education. All parties to the agreement have a shared responsibility for the academic enterprise. The Academic Institution accepts primary responsibility for the integrated education programs conducted with VA while the local VA medical center retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future health care providers is a VA statutory mission. Per [US Code 38 Section 7302](#), in order to assist in providing an adequate supply of health personnel to the Nation, VA will develop and carry out a program of education and training of health personnel. 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 workforce needs throughout VA and the Nation.

An affiliation agreement promotes common standards and seeks 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 administrative and, in some cases, the legal basis for numerous additional specific agreements that may be executed between components of the Academic Institution and VA.

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In entering into any agreements, VA and the Academic Institution 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 Academic Institution will enter into additional agreements. However, some Academic Institutions may have other agreements including contracts, memoranda of understanding or other written agreements with VA.

RESPONSIBILITIES

1. The Academic Institution and VA have the following responsibilities:

A. Accreditation Standards.

Academic Institution:

The Academic Institution will operate and manage the overall responsibility for the educational programs. For academic degree programs, the Academic Institution will maintain accreditation by a recognized accrediting body for that profession and level of training that in turn is recognized by the Department of Education (ED) and/or the Council of Higher Education Accreditation (CHEA). For post-degree programs (residency or fellowship), the training program must maintain accreditation by the profession's recognized accrediting body. The Academic Institution will notify the VA in a timely fashion if the accreditation status of any of the Academic Institution programs changes, as well as changes in the academic status of individual health professions trainees (HPTs) such as probation or termination. In a training program accredited in the name of the VA, the VA must maintain the proper accreditation.

VA Medical Center:

The VA will operate and manage the VA facility and maintain accreditation by [The Joint Commission](#) and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Institution to provide an appropriate learning environment and supply sufficient resources for the appropriate conduct of such programs to meet accreditation standards for the training program. The VA will provide information, documentation and/or other assistance as required to comply with applicable accreditation requirements of the program.

B. Site Director, Program Director, and Faculty.

Academic Institution:

The Academic Institution is responsible for the appointment and assignment of faculty members with responsibility for teaching. The Academic Institution will communicate rotation and preceptor needs to the VA and review available VA rotation options against its objectives and learning environment requirements. The Academic Institution will give VA staff appropriate access to course content, including online access as necessary. When possible, the Academic Institution will provide faculty development opportunities to VA staff.

The Academic Institution is encouraged to grant faculty appointments for VA staff when appropriate.

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VA Medical Center:

The VA medical center will identify the Designated Education Officer (DEO), as well as the VA profession-specific site director. In addition, the medical center will appoint qualified health care professionals as full-time, part-time or Without Compensation (WOC) staff of the facility, who will provide supervision for health professions trainees (HPTs) and provide Veteran patient care. The medical center will assure the availability of staff with appropriate academic and clinical credentials to teach and supervise HPTs.

Per accreditation standards, VA staff and VA site directors must ensure that HPTs at VA function in an environment that ensures safe patient care and promotes a sense of HPT well-being. It is an essential responsibility of the VA profession-specific site director to monitor the HPT workload.

VA will communicate with the Academic Institution and provide names of VA staff supervising health profession HPTs in order for the Academic Institution to assess the appropriateness of faculty appointments.

C. Administration and Setting of the Health Professions Education Program.

Academic Institution:

The Academic Institution shall assume primary responsibility for academic affairs and the education/assessment of HPTs, including but not limited to the program curricula, general academic supervision of HPTs, assignment of rotations, and evaluation. In addition, the Academic Institution will participate in the oversight and administration of the academic programs to ensure they meet VA, local program, and accreditation standards for VA training rotations. The Academic Institution will select HPTs for academic programs and HPTs accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the Academic Institution and VA. The Academic Institution shall collaborate with VA to determine the number of HPTs assigned to VA; VA has final authority on the types, number, and rotation assignments of HPTs, as it can only accept and accommodate HPTs based on available resources.

VA Medical Center:

When possible, VA representatives will serve on the Academic Institution's relevant committees (e.g., Admissions, Academic Progress, Curriculum, or Competency) to ensure VA is an active participant in the Academic Institution's educational program. An Academic Institution's evaluation of its educational program must include a mechanism to incorporate feedback from educational experiences during rotations at VA. VA will ensure appropriate procedures are followed for the on-boarding and appointment of HPTs prior to educational experiences at VA. VA will notify the Academic Institution of, and provide, relevant Handbooks and Directives (VHA1400 series and others) regarding educational processes and policy.

Settings for training may occur at the VA main facility, outlying clinical areas (e.g., outpatient clinics or Veterans Readjustment Counseling Centers), or other settings as appropriate to the education program. As part of the educational experience, HPTs may participate in telehealth delivery of health care. Delivering care to other VA medical centers via telehealth is not covered by this affiliation agreement. In such situations, an

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additional affiliation agreement with the recipient facility or other approval may be needed as affiliation agreements are facility-specific.

D. Orientation, Resources, and Supervision for Health Professions Trainees and Faculty.

Academic Institution:

The Academic Institution and VA staff will collaborate to ensure appropriate resources are available for HPTs and faculty while on rotation at the VA. This collaboration may include, but is not limited to: providing access to library and information resources; curricular materials and objectives; and ensuring adequate space and clinical supervision.

VA Medical Center:

VA will orient HPTs and Academic Institution's faculty to the VA facility and inform HPTs that they are subject to VA rules and regulations while in a VA facility, or while accessing VA records and data. HPTs are not required to attend New Employee Orientation (NEO) but may attend a program-specific orientation. The only required online training requirement for HPTs is set by the VHA Office of Academic Affiliations (OAA) and is the Mandatory Training for Trainees (MTT) Course or the MTT Refresher. VA will establish qualifications for HPTs coming to VA for academic programs.

VA will ensure that all HPTs and faculty who will be assigned to VA receive appropriate VA appointments, including the issuance of appropriate Human Resource letters indicating a VA appointment. The VA will assure that HPTs with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially evaluated and treated at VA. Workers compensation coverage for HPTs will be that which is provided under the Federal Employees' Compensation Act. Dismissal procedures from a VA assignment for any HPT are executed in accordance with applicable processes as described in [VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18](#). VA will notify the Academic Institution when a HPT is dismissed from a VA assignment.

VA will evaluate a HPT's performance and conduct in consultation with the Academic Institution using the processes determined by the Academic Institution and its accrediting body.

E. Program Policies, Rules and Regulations.

Academic Institution:

The Academic Institution will acknowledge [VHA Handbook 1400.08](#) as the overriding policy for the conduct of the program in VA and [1400.04](#) for the supervision of HPTs in VA (Chiropractic, Optometric, and Podiatric resident supervision is covered in VHA Directive [1400.01](#)). In addition, the Academic Institution will notify HPTs that the VA is a Drug-Free Workplace and that HPTs appointed to the VA may be subject to random drug testing per criteria outlined in Executive Order 12564.

The Academic Institution will complete a Trainee Qualifications and Credentials Verification Letter (TQCVL) for each HPT rotating at the VA. TQCVLs are an affirmation by the Academic Institution that all HPTs are both qualified and fit for VA assignment.

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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.

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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.

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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, the parties (VA and the Academic Institution) are acting in their capacity as Covered Entities participating in shared educational programs. As such, VA and 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.

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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

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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