



AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS AND THE SPONSORING INSTITUTION OF AN EDUCATIONAL PROGRAM

(For use when **VA RECEIVES** Health Professions Trainees from an Academic Institution, School or Program)

VA Healthcare System Name and Number:		VA Healthcare System Name and Number
Veterans Integrated Service Network (VISN Number):		Veterans Integrated Service Network
Name of Institution Sponsoring the Educational Program:		
Accrediting Body:		
GME PROGRAMS ONLY		
Please insert ACGME Program Number:		
ASSOCIATED HEALTH AND NURSING PROGRAMS		
Name of College or School:		
Health Profession:		
Academic Degree Level of Training:		

This agreement, when duly executed and approved by the Department of Veterans Affairs, establishes an affiliation between the VA Healthcare System (VA) and the Sponsoring Institution of an Educational Program (“the Academic Affiliate”) collectively referred to as the “Parties,” for the purpose of training health professions trainees (HPTs). In this agreement, “VA Healthcare System” includes both the main campus of a VA medical facility and any associated Community-Based Outpatient Clinics (CBOCs), Community Living Centers (CLCs) and Ambulatory Care Centers (ACCs). The term VA Healthcare System also includes those Readjustment Counseling Centers who have signed and executed an educational Memoranda of Understanding (MOU) with that VA Healthcare System. The Parties to this agreement have a shared responsibility for the educational enterprise. The Academic Affiliate accepts primary responsibility for the integrated education program conducted with VA while the VA Healthcare System retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

Affiliation agreements promote common standards for HPT education. The Parties to the affiliation agreement seek to avoid duplication of academic assets. The Parties enter this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is essential because it establishes the administrative and legal basis of the relationship between the Academic Affiliate and VA and provides the foundation for additional agreements between the Parties.

In entering into this agreement, VA and the Academic Affiliate have a responsibility to comply with applicable federal laws and VA policies. While the existence of an affiliation agreement does not guarantee that VA and the Academic Affiliate will enter into additional agreements, some academic affiliates may have other agreements with VA including clinical contracts, research agreements, memoranda of understanding and/or other written agreements.

RESPONSIBILITIES

The Academic Affiliate and the VA have the following responsibilities:

1. Accreditation Standards

a) Academic Affiliate

As the institution sponsoring the educational program, the Academic Affiliate will assume overall responsibility for the educational program and maintain accreditation by the nationally recognized accrediting body for that profession, if one exists. The Academic Affiliate will notify VA within three business days of any change in the accreditation status of the educational program.

b) VA

The VA will operate and manage its facility and will maintain accreditation by The Joint Commission and/or other hospital or clinical accrediting entities as appropriate. The VA will participate with the Academic Affiliate to provide an appropriate learning environment and provide resources to meet the applicable accreditation standards for the training program. VA will provide information, documentation and/or other assistance as required for accreditation purposes.

2. Site Directors, Program Directors and Faculty

a) Academic Affiliate

A collaborative relationship between the Academic Affiliate and VA is vital to the success of shared educational programs. The Academic Affiliate will encourage VA staff involved in teaching their HPTs to participate in relevant programmatic meetings and committee assignments. In addition, the Academic Affiliate is encouraged to provide faculty appointments to VA faculty when appropriate. The Academic Affiliate is responsible for the approval of faculty members, including VA personnel, with responsibility for HPT teaching. When possible, the Academic Affiliate will provide faculty development opportunities to VA faculty including access to online curricula and educational resources. VA faculty should have access to systems utilized for HPT and faculty assessment and program evaluation.

b) VA

The VA will designate a VA profession-specific site director as the appropriate Point of Contact for the trainee experience. In addition, the VA will appoint qualified health care professionals (full-time, part-time or Without Compensation (WOC)) to provide supervision for HPTs and their activities. The VA will assure the availability of staff with appropriate credentials to teach and supervise HPTs.

3. Administration and Setting of the Health Professions Education Program

a) Academic Affiliate

The Academic Affiliate will assume primary responsibility for the administration of academic affairs including the education and assessment of HPTs. The Academic Affiliate's responsibilities encompass the completion of Program Letters of Agreement (when applicable), program curricula, program policies, academic supervision of HPTs, assignment to rotations/educational experiences, HPT selection and assessment, and program evaluation. In addition, the Academic Affiliate is responsible for the oversight and administration of the academic program to ensure it meets accreditation standards. The HPTs accepted for assignment at VA must have the qualifications and credentials as agreed upon by the Academic Affiliate and VA. The Academic Affiliate will communicate preceptor needs to VA and review available VA rotation/educational experiences against the program's learning objectives and requirements to determine suitability of

VA clinical experiences for HPT training. The Academic Affiliate shall collaborate with VA to determine the appropriate number of HPTs to be assigned to VA; VA has final authority on the types, number, and assignments of HPTs, as it can only accept and accommodate HPTs based on available resources. The Academic Affiliate is responsible for following relevant VA and Veterans Health Administration (VHA) Handbooks and Directives. VA and VHA policies may be found on this external website: [VHA Publications \(va.gov\)](https://www.va.gov/vha/publications/).

b) VA

To the extent possible, VA representatives will serve on the Academic Affiliate's education oversight committees to ensure VA is an active participant in the administration of the training program. The Academic Affiliate's evaluation of its educational program must include a mechanism to incorporate feedback from rotations and educational experiences at VA. VA will provide relevant VA and VHA Handbooks and Directives to the Academic Affiliate.

Training may occur at any location within the VA Healthcare System as defined in the first paragraph of this document. As part of the educational experience, HPTs may also participate in approved telehealth delivery of healthcare. HPTs may conduct telehealth activities between the main campus of the VA Healthcare System and its outlying clinical sites (e.g., CBOCs, CLCs and ACCs), or between any clinical site and the patient's home. Telehealth care may not be delivered to VA Healthcare Systems that are not signatories to this agreement without additional approvals. If episodes of training, including telehealth, are to occur at VA Healthcare System sites other than the ones covered by this agreement, the additional facility must be covered by a separate VA affiliation agreement or other administrative approvals.

4. Orientation, Resources, Supervision, Dismissal Procedures

a) Academic Affiliate

The Academic Affiliate will ensure that each HPT is prepared to participate in VA training before every HPT's rotation/education experience. The Academic Affiliate will prepare the Trainee Qualifications and Credentials Verification Letter (TQCVL) and provide verification of information for the HPTs rotating at VA. The Academic Affiliate will notify the VA of significant changes in HPT qualifications or credentials within three business days of discovery.

The Academic Affiliate will orient HPTs to affiliate and program educational policies. The Academic Affiliate and VA staff will collaborate to ensure appropriate resources are available for HPTs.

The Academic Affiliate will assure that HPTs will be supervised by staff with appropriate credentials per VA and accrediting body standards, as applicable. The Academic Affiliate, in consultation with VA faculty and staff, will assess the HPTs' performance and conduct according to the guidelines outlined in the approved curriculum and accepted standards for the training program.

If the Academic Affiliate is considering dismissal of an HPT assigned to VA for unsatisfactory performance or conduct, consultation with the VA site director is required prior to the rendering of any decision. If the Academic Affiliate decides to dismiss the HPT or the HPT resigns from the program, the VA site director must be notified within three business days. VA will terminate HPTs' VA assignment and access to VA systems and facilities upon such notice.

b) VA

VA will orient Academic Affiliate's HPTs and any accompanying academic faculty to the VA facility and systems. While at VA, HPTs and faculty are subject to VA policies, procedures and federal law in addition to the Affiliate's educational program policies. HPTs are required to take an on-line module in the VA's learning management system called "Mandatory Training for Trainees (MTT)" or the annual "MTT-Refresher". This training is required by the VHA Office of Academic Affiliations (OAA).

VA will establish qualifications for HPTs coming to VA from Academic Affiliates. VA will ensure that all HPTs and accompanying academic faculty are onboarded, have appropriate credentials, receive information systems access as appropriate, and are appointed to VA through Human Resources. Faculty coming from the Academic Affiliate must also receive privileges or scopes of practice for patient care activities.

If an HPT is required to participate in an investigation or inquiry, VA will notify the Academic Affiliate as soon as feasible.

VA will assure that HPTs incurring occupational injuries (including exposure to infectious or environmental hazards) while at VA, will be assessed and, in emergency cases, have treatment provided. The HPT experiencing an injury or exposure should notify the VA Site Director as soon as possible and no later than three business days after any injury or exposure. When informed of an HPT injury, VA will notify the Academic Affiliate within three business days.

VA will notify the Academic Affiliate within three business days if an HPT is dismissed from a VA assignment. In consultation with the Academic Affiliate, VA will evaluate a HPT's performance and conduct using the processes determined by the Academic Affiliate and its accrediting body, and VA educational policies.

5. Program Policies, Rules and Regulations

a) Academic Affiliate

The Academic Affiliate acknowledges and agrees that HPTs must comply with VA eligibility requirements including appropriate health screenings, immunizations, US Selective Service System registration, and residency status such as proof of US citizenship or legal residence, or non-immigrant or exchange visitor status. Non-US-citizen HPTs are ineligible for direct-paid VA training positions. Rotation of non-US-Citizen HPTs at VA must be approved by the Medical Center Director for that VA Healthcare System. The Academic Affiliate will ensure that each HPT is screened against the US Department of Health and Human Services (DHHS) List of Excluded Individuals/Entities. Any HPT having a current or past license in any health profession will also have their license status reviewed, including an assessment of adverse actions and query to the National Provider Data Bank (NPDB). The Academic Affiliate will perform background investigations on HPTs as appropriate and inform all HPTs that the VA is a Drug-Free Workplace. HPTs may be selected for random drug testing.

The Academic Affiliate acknowledges that each HPT assigned to complete a rotation at VA under this Agreement will be a user of VA information and VA information systems. As such, each HPT will be responsible for meeting all statutory and policy requirements before having systems access. Each HPT will also be responsible for safeguarding VA information which includes but is not limited to following all of VA's confidentiality statutes, taking VA information privacy and security training (through the Mandatory Training for Trainees course), immediately reporting all security incidents to the appropriate facility Privacy Officer and acknowledging and agreeing to follow all requirements found in VA's Information Security Rules of Behavior.

b) VA

VA will notify the Academic Affiliate when new VHA Directives or Handbooks pertaining to education are released or current ones are updated and will provide such copies as requested.

VA will notify the Academic Affiliate when relevant federal laws or regulations relating to VA academic affiliates, training programs, or trainees are enacted and effective.

6. Affiliation Partnership Council

a) Academic Affiliate

The Academic Affiliate should recommend members from its staff for appointment to the local VA

Affiliation Partnership Council (APC) and its subcommittees per VA policy.

b) VA

VA may invite appropriate Academic Affiliate representatives to the VA APC and/or its subcommittees. Invitations will be extended based on the size of the training program, the extent of involvement in the VA and geographic proximity to the VA facility.

7. Learning Environment

a) Academic Affiliate

The Academic Affiliate will communicate to VA its processes for monitoring the learning environment and share the results with VA.

b) VA

VA will ensure that HPT training takes place in an environment that supports trainee psychological, physical, and emotional well-being, and ensures appropriate supervision of HPT activities. The VA site director will monitor HPT workload to ensure that it is distributed appropriately. VA staff will collaborate with the Academic Affiliate to ensure appropriate resources are available for HPTs.

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 Affiliate. Through this affiliation agreement, collaboration is created with VA to enhance health professions education.

The Academic Affiliate must 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 or retaliate against any person on the basis of race, color, religion, national origin, gender, sexual orientation, gender identity (including transgender orientation), disability, genetic information, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to federal law. In the event of conflict between terms of this agreement and any applicable federal law, federal law will supersede the terms of this agreement. This Agreement shall not be amended nor may any of its provisions be waived or modified.

Properly-appointed faculty members (except those providing services under a contract with VA) and properly-appointed HPTs of the Academic Affiliate, when providing professional services to Veterans, 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. VHA must ensure that all those who access and use its protected health information, including the Academic Affiliate, 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 Affiliate, this will only be done with the applicable authority under the Privacy Rule as well as other VA privacy statutes.

Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d *et seq.* ("HIPAA"), the Health Information Technology for Economic

and Clinical Health Act (“HITECH Act”), as each may be amended from time to time, and any current and future regulations promulgated thereunder. The Parties agree that the Academic Affiliate does not require access to and will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103, pursuant to this agreement.

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.

ACADEMIC AFFILIATE SIGNATURES			
Signature of Dean, Provost, Designated Institutional Official or Legal Designee	Date	Signature of Program Director	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	

VA HEALTHCARE SYSTEM SIGNATURES (E-Signatures Accepted)			
Signature of VA Program/Site Director Receiving Trainees	Date	Signature of Designated Education Officer or Associate Chief of Staff for Education	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	
Signature of Medical Center Director	Date		
Print Name/Official Title of Individual			

VISN AND OAA SIGNATURES (E-Signatures Accepted)			
This signature block required for all Medical and Dental programs, and any Associated Health/Nursing Programs utilizing Disbursement Agreements			
VISN Director	Date	Chief Academic Affiliations Officer	Date
Print Name/Official Title of Individual		Print Name/Official Title of Individual	