



## EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA) and ANOTHER VA HEALTHCARE FACILITY

*Use when trainees in a VA-sponsored program receive training in another VA healthcare facility*

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SPONSORING VA NETWORK

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SPONSORING VA HEALTHCARE FACILITY (including city and state)

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VA SPONSORED PROGRAM/DISCIPLINE AND DEGREE(S)

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RECEIVING VA NETWORK (if different)

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RECEIVING VA HEALTHCARE FACILITY (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between a VA healthcare facility sponsoring an educational program and its Veterans Integrated Service Networks, and another VA healthcare facility for the academic purposes of enhanced patient care, education, and research. The VA facility sponsoring the educational program and the receiving VA providing additional training opportunities have a shared responsibility for the academic enterprise. It is mutually agreed that clinical or practical experience for trainees in the specified VA sponsored educational program be provided at the receiving VA healthcare facility. Through this agreement, a collaboration is created between VA facilities to enable enhanced patient care, education, and research. Additional responsibilities are delineated below.

### RESPONSIBILITIES

**1. The receiving VA healthcare facility has the following responsibilities:**

A. Operate and manage the VA healthcare facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

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

- C. Encourage appointments of VA faculty from the receiving VA for participation in the sponsoring VA's educational program.
- D. Assure that staff with appropriate credentials will supervise trainees while at the receiving VA healthcare facility.
- E. Establish with the sponsoring VA, the minimal qualifications for trainees in the VA sponsored program that will rotate to the receiving VA healthcare facility.
- F. Orient trainees and faculty to the receiving VA healthcare facility, and inform them that they are subject to the rules and regulations of the receiving VA healthcare facility while in those facilities.
- G. Evaluate the trainee's performance and conduct in mutual consultation with sponsoring VA faculty and according to the guidelines outlined in the approved curriculum and accepted standards.
- H. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at the receiving VA facility. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.
- I. Dismiss any trainee from the receiving VA healthcare facility assignment for unsatisfactory educational performance, noncompliance with the policies and procedures of the receiving VA healthcare facility, or for cause.

**2. The sponsoring VA healthcare facility has the following responsibilities:**

- A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- B. Participate with the receiving VA healthcare facility in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.
- C. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities.
- D. Assure that staff with appropriate credentials will supervise trainees.
- E. Appoint qualified healthcare professionals as faculty from the receiving VA healthcare facility as appropriate, as faculty in the sponsoring VA's educational program.
- F. Establish minimal qualifications for trainees in VA sponsored educational programs.
- G. Consult with faculty from the receiving VA healthcare facility on issues of trainee noncompliance with the policies and procedures of the receiving VA healthcare facility, and take appropriate action.
- H. Ensure that all trainees receive VA appointments documented by letters of appointment as VA employees.
- I. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.
- J. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.
- K. Conduct periodic reviews of academic programs and policies according to VA policies.

## TERMS OF AGREEMENT

Ultimate responsibility for academic education in the VA sponsored program rests with the sponsoring VA facility. Ultimate responsibility for the control and operation of the sponsoring VA facility and of the receiving VA facility rests with the leadership of the respective VA facility.

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.

Both VA facilities 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 assure 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.

When providing professional services covered by this agreement and properly documented as appointed by VA, faculty members and trainees of the sponsoring VA educational program, when at the receiving VA healthcare facility, will have the protection from personal liability provided under the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679(b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

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

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

## TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until \_\_\_\_\_ *insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

# SIGNATURE PAGE

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*Signature of Sponsoring VA Designated Education Officer*

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*Signature of Receiving VA Designated Education Officer*

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*Date of Signature*

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*Date of Signature*

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*Typed Name of Individual Signing Above*

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*Typed Title of Individual Signing Above*

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*Signature of Director or Equivalent Responsible Official for Sponsoring  
VA Healthcare Facility*

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*Signature of Director or Equivalent Responsible Official for Receiving  
VA Healthcare Facility*

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*Date of Signature*

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*Signature of Sponsoring VISN Director or Designee*

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*Signature of Receiving VISN Director or Designee*

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