



## EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS CENTRAL OFFICE and AN EDUCATIONAL INSTITUTION

*Use when trainees enrolled in academic programs accredited by the appropriate nationally recognized accrediting organization obtain educational experiences at VA Central Office.*

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VA CENTRAL OFFICE

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COLLEGE OR UNIVERSITY (including city and state))

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EDUCATIONAL PROGRAM /DISCIPLINE

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AFFILIATED PARTICIPATING INSTITUTION (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, Veterans Health Administration (VHA) Central Office, and the educational institution and component college(s) or school(s) for the academic purposes of enhanced patient care, education, and research. The component colleges or schools that are signatories to this document are collectively referred to as "affiliated institutions" or "the affiliate." All parties to the agreement have a shared responsibility for the academic enterprise. The affiliated educational institution accepts primary responsibility for the integrated academic programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its operations and healthcare facilities. Additional responsibilities are delineated below.

### BACKGROUND

The provision of education for future healthcare providers and the conduct of research are VA statutory missions. By virtue of the close relationships between VA and the nation's academic institutions, VA plays a leadership role in shaping the education of future healthcare professionals to meet the complex scope of the nation's healthcare delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations with educational institutions for the purposes of continued excellence in VA patient care and conducting joint academic programs that address health manpower needs for VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also seek 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 philosophical and, in some cases, the legal basis for specific agreements that may be executed between components of the affiliate and VA.

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

## **RESPONSIBILITIES**

### **1. The affiliated educational institution has the following responsibilities:**

- A. Operate, manage and assume overall responsibility for the educational programs.
- B. Maintain accreditations by agencies that are recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).
- C. Participate in the supervision of integrated academic programs at VA.
- D. Refer trainees for educational experiences at VA who have the qualifications and credentials as agreed upon by the affiliated educational institution and VA.
- E. Encourage faculty of the affiliated educational institution to accept roles at VA and assure that academic standards are met.
- F. Enable faculty appointments, appointments to school committees, and administrative positions for VA employees.

### **2. VA has the following responsibilities:**

- A. Operate and manage VHA Central Office functions and programs according to accepted policies, standards and procedures.
- B. Appoint qualified healthcare staff to provide supervision of trainees and oversee Veteran patient care programs, as appropriate, from a national, system-wide perspective.
- C. Assure that staff with appropriate credentials will supervise trainees.
- D. Participate with the affiliated educational institution in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.
- E. Establish appropriate qualifications for trainees coming to VA for academic programs.
- F. Orient trainees and faculty to VA Central Office and inform them that they are subject to VA rules and

regulations while in a VA facility.

G. Ensure that all trainees and faculty assigned to VA receive VA appointments.

H. 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.

I. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards) will be assessed, and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

J. Dismiss any trainee, if necessary, from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

K. Encourage faculty appointments at the sponsoring institution for VA staff.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

## **TERMS OF AGREEMENT**

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the educational institution. Through this affiliation agreement, a collaboration is created with VA to enhance patient care, education, and research.

The affiliated 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, national origin, 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 covered by this agreement, protection of properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the affiliated institutions from personal liability while at a VA healthcare facility will be that which is 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.

## **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 during that period*]. It may be terminated in writing at any time by mutual consent with due consideration of education and research commitments, or by written notice by either party 6 months in advance of the next training experience.

**SIGNATURES FOR ACADEMIC INSTITUTION**

\_\_\_\_\_  
*Signature of Designated Education Signer for Educational Program*

\_\_\_\_\_  
*Signature of Legal Signer for Educational Program*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Date of Signature*

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*Typed Name of Individual Signing Above*

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*Typed Name of Individual Signing Above*

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*Typed Title of Individual Signing Above*

**SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS**

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*Signature of VA Chief Officer*

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*Signature of Chief Academic Affiliations Officer*

\_\_\_\_\_  
*Date of Signature*

\_\_\_\_\_  
*Date of Signature*

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*Typed Name of Individual Signing Above*

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