MEDICAL EDUCATION AFFILIATION AGREEMENT BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA) AND INSTITUTIONS SPONSORING GRADUATE MEDICAL EDUCATION

Use when trainees are enrolled in an ACGME-accredited program not affiliated with a school of medicine

VA NETWORK

VA MEDICAL CARE FACILITY (including city and state)

AFFILIATED PARTICIPATING INSTITUTION #1 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #2 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #3 (including ACGME ID number, city, and state)

AFFILIATED PARTICIPATING INSTITUTION #4 (including ACGME ID number, city, and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed institutions sponsoring graduate medical education for the academic purposes of enhanced patient care, education, and research. VA and the affiliated participating institutions have a shared responsibility for the academic enterprise. Additional responsibilities are delineated below.

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 participating institutions. Through this agreement, a partnership is created to enable enhanced patient care, education, and research.

The participating 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 104-91, and 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.

Protection of faculty members (except those providing services under a contract with VA) and trainees of the sponsoring institutions, while at VA health care facilities and when furnishing professional services covered by this agreement, will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d).

RESPONSIBILITIES

1. **The affiliated participating institution 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 Accreditation Council for Graduate Medical Education (ACGME) for medical residents.

B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, letters of notification sent by ACGME to each institution having graduate medical education programs with which VA is affiliated.

C. Participate in the supervision of integrated academic programs at VA.

D. Select residents for academic programs operated jointly by VA and the sponsoring institution. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the sponsoring institution and VA.

E. Develop educational program letters of agreement for each VA health care facility that provides a resident with educational experience that is one month or longer in duration. These agreements must identify faculty who will teach, supervise, and evaluate resident performance; oversee duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

F. 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.

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

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, who will provide supervision of trainees and provide veteran patient care.

C. Participate with the sponsoring institution in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Assure that staff with appropriate credentials will supervise trainees.

E. Establish minimal qualifications for trainees coming to VA for academic programs.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Review and sign appropriate educational program letters of agreement prepared by the sponsoring institution for trainees.

H. Ensure that trainees who will be assigned to VA receive appropriate VA appointments.

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

L. Appoint VA and appropriate sponsoring institution program faculty to the VA Partnership Council and its subcommittees. Program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

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

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice 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.

PARTICIPATING INSTITUTIONS SIGNATURE PAGES

Requires signature of Designated Institutional Official (DIO) for each affiliated participating institution listed on page one

Signature of DIO for the Affiliated Participating Institution #1 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #2 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #1 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #2 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #3 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution #4 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #3 (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #4 (PLease sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

Signature of VA Designated Education Official (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for the VA Healthcare Facility (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Chief Academic Affiliations Officer, VHA Office of Academic Affiliations, VA Central Office (Please sign in ink.)

Date of Signature

Typed Name of Individual Signing Above