



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

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VA MEDICAL CENTER:

VETERANS SERVICE NETWORK:

INSTITUTION SPONSORING

ACGME #:

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 an institution sponsoring graduate medical education programs (Sponsoring Institution), for the academic purposes of resident/fellow education. All parties to the agreement have a shared responsibility for the academic enterprise. The Sponsoring Institution affliating Z L W K 3 \$ \$ I H L O 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](#), to assist in providing an adequate supply of health personnel to the Qation, VA will develop and carry out a program of education and training of health personnel. By virtue of the close U H O D W L R Q V K L S V E H Q Z W H R Q 9 1 \$ I D Q F W H K 7 8 I O R Q V D O H D G H U V K L S U R I e reshaping the education of future health care professionals to help meet the complex scope of the Q D W L R Q D I O W 6 F O L Y H V U H I P W K W W H Q S W R D L Q W D L G t a b l y p r a c t i c e 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.

This affiliation agreement promotes common standards for resident and fellow physician education and staff appointments. The parties to the affiliation agreement 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 legal basis for numerous 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, including policies concerning conflicts of interest. In addition, while the existence of an affiliation agreement does not guarantee that VA and the Affiliate will enter into additional agreements, some institutions may have other agreements including contracts, memoranda of understanding, acknowledgement agreements, and/or other written agreements.

RESPONSIBILITIES

The Institution/School/College and VA have the following responsibilities:

§ Accreditation Standards.

Sponsoring Institution (The Affiliate): As the Sponsoring Institution for the accredited graduate medical education programs, the Affiliate will assume the overall responsibility for the educational programs, and maintain accreditation by the nationally recognized accreditation entities, the [Accreditation Council for Graduate Medical Education](#) (ACGME) for allopathic physician residency programs and the [American Osteopathic Association Program and Trainee Review Council](#) (PTRC) and [American Osteopathic Association \(AOA\)](#) for osteopathic physician residency programs. The Affiliate will notify VA in a timely fashion of change in the accreditation status of any graduate medical education program (e.g. Probationary Accreditation, Withdrawal of Accreditation), as well as changes in the status of individual trainees (placement on academic probation, resignation or dismissal). The Affiliate will develop program letters of agreement (PLAs) for any required rotation or educational experience at a VA healthcare facility that is one month or longer in duration, and ensures the PLAs are current and updated as in keeping with local policies and ACGME requirements. These agreements: (1) identify the faculty who will assume both educational and supervisory responsibilities for U H V L G H Q W V; (2) specify W K H I D F X O W \ \ V responsibilities for teaching, supervision, and formal evaluation of U H V L G H Q W V fellows; (3) specify the and content of the educational experience; D Q (4) state the policies and procedures that will govern U H V L G H Q W V education during the assignment.

VA: The VA will operate and manage the VA facility and maintain accreditation by [The Joint Commission](#) and/or other hospital or ambulatory facility accrediting entities, as appropriate. The VA will participate with the Affiliate to provide an appropriate learning environment and supply sufficient resources for conduct of such programs. Clinical education and patient care in VA facilities comply with the standards set forth by the accrediting body (ACGME, PTRC and AOA) to include guidelines for trainee meals, transportation, fatigue mitigation, and other resources, as specified in the Common and Specialty-Specific Accreditation Requirements and in the Institutional Requirements. The VA will provide accreditation information, documentation and other assistance the Affiliate may require to comply with applicable accreditation requirements, participate in the program review, and sign the PLAs prepared by the Affiliate.

B. Site Director and Faculty

Sponsoring Institution (The Affiliate) : The Affiliate is responsible for the appointment and assignment of faculty members with responsibility for physician resident teaching. The Affiliate will communicate rotation and preceptor needs to the VA and review available VA rotation options against W H I L Y O F F U H H S U W J V D P I Q U B J e objectives and learning environment requirements. When possible, the Affiliate will provide faculty development opportunities to VA staff/faculty and access to online curricula and other educational documents, as well as access to the assessment system for trainee, faculty and program evaluation.

VA: The VA will identify a Designated Education Officer, as well as the Site Director specified in the Program Letter of Agreement, as applicable. In addition, the VA will appoint qualified health care professionals as full-time or part-time or Without Compensation (WOC) staff of the VA facility, who will provide supervision of trainees and provide Veteran patient

care. The VA will assure that staff with appropriate academic and clinical credentials will teach and supervise trainees.

VA staff and VA site directors will ensure that resident physicians training at VA function in an environment that emphasizes safe patient care and a sense of trainee well-being. It is an essential responsibility of the VA site director to monitor resident workload. Workload should be distributed among the team members and interdisciplinary teams to minimize work compression.

Faculty appointments at the Affiliate for VA staff engaged in resident education and supervision are highly encouraged to ensure the highest quality training programs. The VA will communicate with the Affiliate to provide names of VA staff teaching trainees to allow the Affiliate to assess the appropriateness of faculty appointments.

C. Administration and Setting of the Graduate Medical Education Program

Sponsoring Institution (The Affiliate): The Affiliate will assume primary responsibility over academic affairs and the education and assessment of the resident physicians, including but not limited to the program curriculum, supervision, assignment of rotations and experiences, resident assessment and program evaluation. In addition, the Affiliate will participate in the oversight and administration of the academic programs to ensure they meet VA, local program, and accreditation standards for all training at the VA.

The Affiliate Sponsor will select residents for academic programs involving VA. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the Affiliate and VA. The Affiliate shall collaborate with the VA to determine the number of graduate medical education trainees assigned to VA; the VA has final authority on the types and number of trainees and the rotations it can accept and accommodate based on needs and available resources.

The Affiliate will require all trainees in the program to have proper documentation and current immunizations appropriate for health care providers on file, as well as inform trainees if additional immunizations are required by the VA (e.g. annual influenza vaccination). The Affiliate also will conduct a criminal background check on each trainee accepted into its program and review the results prior to placement at the VA (including visiting trainees processed through the Affiliate).

VA: When possible VA representatives will serve on Affiliate graduate medical education-related committees (admissions, progress, curriculum) to ensure the VA has knowledge/communication of the relevant training programs. It is desirable that the Affiliate provide a mechanism to incorporate VA feedback. VA will ensure appropriate procedures are followed for the on-boarding and appointment of trainees at the beginning of VA rotations and educational experiences. The VA will notify the Affiliate of relevant education Handbooks and Directives (1400 series).

Setting for training may occur at VA main facilities or outlying clinical areas. As part of the training experience, trainees may participate in telehealth delivery of medical care. If delivering care to other VA medical centers (such as by telehealth) is part of a rotation or clinical experience, this needs to be covered by an additional separate affiliation agreement.

D. Orientation, Resources and Supervision for Medical Residents and Faculty

Sponsoring Institution (The Affiliate) : The Affiliate and VA will collaborate to ensure appropriate resources are available for medical resident education and faculty while on

VA: Representatives for the Affiliate will be appointed to a VA Affiliation Partnership Council and/or 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.

G. Learning Environment

Sponsoring Institution (The Affiliate) : The Affiliate is responsible for communicating updated accreditation standards and local program standards for maintenance of an appropriate learning environment. 7 K H \$ I I L O L D W H ¶ V processes for monitoring learning environment by the GME Sponsor should be communicated to the VA and when possible adopted by VA (e.g. mechanism to report work hour violations, learning environment praise or concerns).

VA: VA is responsible for a safe and secure clinical learning environment. Psychological, emotional, and physical well-being are critical to train H H V ¶ S U R I H V V L R Q D O D Q G S H I development.

Supervision of resident physicians seeks to ensure safe and effective care of patients; ensures each medical trainee develops skills, knowledge, and attitudes required to enter into a residency training program; and establishes a foundation for continued professional growth. Trainees should work in a well-coordinated manner with other health care professionals to achieve organizational patient safety goals.

The VA will work with the Affiliate to design effective program structures that are configured to provide trainees with educational opportunities, as well as reasonable opportunities for rest and personal well-being.

The VA will work with all Affiliates to ensure a cooperative learning environment.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Responsibility for academic education rests with the Institution. Through this affiliation agreement, collaboration is created with VA to enable enhanced education.

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, 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 to Veterans covered by this agreement, properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the 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.

VA and the Affiliate will comply with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act for the Use and Disclosure of Protected Health Information (PHI). Patient PHI may occasionally need to be transferred between VA and the Affiliate for the purpose of health care operations. Shared trainees or shared faculty members may need to submit VA patient PHI directly to the Affiliate. There may be direct VA to Institution transmission of VA patient PHI.

Institutions sponsoring graduate medical education program that affiliate with VA on occasion use PHI for the administration of educational programs, quality assurance activities, and other assessments, such as:

- a) To assess the competency of trainees and staff,
- b) To assess the number and types of patients from which trainees learn, or that staff members care for,
- c) To comply with clinical and/or education accreditation standards,
- d) For academic or disciplinary actions involving trainees or staff for which individually-identifiable patient information is relevant, and
- e) To assess and improve the quality of care during training and learning activities.

Both the VA and the Affiliate 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 provided under HIPAA laws,
- 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) a possible breach of 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 breach, each party shall comply with all applicable reporting, individual notification, and mitigation requirements under the HIPAA Breach Rule, and
- Ensure that neither party maintains, processes, uses, or discloses PHI in any way that will remove the information from a jurisdiction subject to the laws of the United States.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until _____ *[insert a date that is no more than ten years in the future and expires on June 30th of that year.] It is the expectation that both VA and the Affiliate monitor this expiration date and, if desirable, seek to a renewal of the affiliation in a timely fashion to avoid any lapse in the agreement.* The affiliation 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 the Affiliate or VA 6 months in advance of the next academic year.

SIGNATURE PAGE

Sponsoring Institution (The Affiliate) Signature

*Signature of **Designated Institutional Officer (or Designated Education Signer)** or Legal Counsel of the GME Sponsor*

Date of Signature

Name of Individual Signing Above

Title of Individual Signing Above

GME Sponsor

VA Medical Center /Network Signatures

*Signature of **VA Designated Education Officer** or Associate Chief of Staff in Education*

Title of Individual Signing Above

Name of VA Medical Center

*Signature of **VA Medical Center Director***

Title of Individual Signing Above

Name of VA Medical Center

Veterans Health Administration (OAA) Signature

*Signature of **VA Network Director or Equivalent***

Title of Individual Signing Above

Name and Number of VISN

Chief Academic Affiliations Officer

Title of Individual Signing Above

*Office of Academic Affiliations (1 **4AA***

Veterans Health Administration