



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

INSTITUTIONS with UNDERGRADUATE MEDICAL EDUCATION (UME)
(Undergraduate programs of Allopathic and Osteopathic Colleges (Schools) of Medicine)

VA MEDICAL CENTER:

VETERANS SERVICE NETWORK:

INSTITUTION/SCHOOL/COLLEGE:

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 the Institution/School/College with Undergraduate Medical Education (UME) for the academic purpose of education. All parties to the agreement have a shared responsibility for the academic enterprise. The affiliated institutions accept 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](#), in order to assist in providing an adequate supply of health personnel to the nation, VA will develop and carry out a program of education and training of health personnel. By virtue of the close relationships between VA and the nation's academic institutions, VA plays a leadership role in reshaping the education of future health care professionals to help meet the complex scope of the nation's health care delivery system. It is the intent of VA to maintain its long-standing practice 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.

An affiliation agreement promotes common standards and seeks 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 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 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, acknowledgement agreements or other written agreements.

RESPONSIBILITIES

1. The Institution and VA have the following responsibilities:

A. Accreditation Standards.

Institution with UME:

The Institution will operate and manage the overall responsibility for the educational programs, and maintain accreditation by one of two nationally recognized accreditation entities for undergraduate medical education: the [Liaison Committee for Medical Education \(LCME\)](#) or the [Commission on Osteopathic College Accreditation \(COCA\) of the American Osteopathic Association \(AOA\)](#). The Institution will notify the VA in a timely fashion if the accreditation status of any of the Institution programs changes, as well as changes in the academic status of individual trainees such as probation or termination.

VA:

The VA will operate and manage the VA facility and maintain accreditation by [The Joint Commission](#) and/or other hospital or clinic accrediting entities as appropriate. The VA will participate with the Institution to provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs to meet LCME or COCA accreditation standards. The VA will provide information, documentation, and, or other assistance as required in order to comply with applicable accreditation requirements of the program. The VA will review and sign educational program letters of agreement prepared by the Institution as required.

B. Site Director and Faculty.

Institution with UME:

The Institution is responsible for the appointment and assignment of faculty members with responsibility for medical student teaching. The Institution will communicate rotation and preceptor needs to the VA, and review available VA rotation options against its objectives and learning environment requirements. When possible, the Institution will provide faculty development opportunities to VA staff and faculty and give appropriate access to course software for evaluation and curricular purposes.

VA:

The VA will identify the Designated Education Officer (DEO), as well as the Site Director in the Program Letter of Agreements (PLAs) 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 facility, who will provide supervision of trainees and provide Veteran patient care. The VA will assure that staff with appropriate academic and clinical credentials teach and supervise trainees.

Per LCME standards, VA staff and VA site directors must ensure that medical students training at VA function in an environment that has safe patient care and a sense of trainee well-being. It is an essential responsibility of the VA site director to monitor student workload. Workload should be distributed among the team members and interdisciplinary teams to minimize work compression.

Faculty appointments at the Institution for VA staff are highly encouraged to ensure the highest quality training programs. The VA will communicate with the Institution and provide names of VA staff teaching medical students in order for the Institution to assess the appropriateness of faculty appointments and allow for evaluation of students.

C. Administration and Setting of the Medical Education Program.

Institution with UME:

The Institution shall assume primary responsibility over academic affairs and the education/assessment of medical students including but not limited to the program curricula, general supervision of medical students, assignment of medical student rotations, and evaluation. In addition, the Institution will participate in the oversight and administration of the academic programs to ensure they meet VA, local program, and accreditation standards while training at the VA. The Institution will select medical students for academic programs involving VA. Medical students accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the Institution and VA. The Institution shall collaborate with the VA to determine the number of undergraduate medical education trainees assigned to VA; the VA has final authority on the types and number and rotation of students it can accept and accommodate based on available resources.

The Institution will require all medical students in the program to have proper documentation and updated immunizations appropriate for health care providers on file, as well as inform medical students if additional immunizations are required by the VA (e.g. annual influenza vaccination). In addition, the Institution will perform a criminal background check on each medical student accepted into its program and review the results prior to placement at the VA (including visiting students processed through the Institution).

VA:

When possible, VA representatives will serve on Institution's relevant committees (e.g., admissions, progress, curriculum) to ensure the VA has knowledge of and communication with the relevant training programs. While the Institution retains primary responsibility over the academic programs, a mechanism to incorporate VA feedback is desirable. The VA will ensure appropriate procedures are followed for the on-boarding and appointment of trainees prior to educational experiences. The VA will notify the Institution of relevant education Handbooks and Directives (1400 series).

Setting for training may occur at the VA main facility or its outlying clinical areas. As part of the training experience, medical students may participate in telehealth delivery of medical care. Delivering care to other VA medical centers (such as by telehealth) would not be covered by this affiliation agreement. In that case a separate affiliation agreement or other approval may be needed as affiliation agreements are facility specific).

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

Institution with UME:

The Institution and VA staff will collaborate to ensure appropriate resources are available for medical students and faculty while on rotation at the VA. This collaboration may include but is not limited: providing access to library resources, access to curricular materials and objectives, ensuring adequate space and clinical supervision, and physical and electronic access to seminars and grand rounds when possible. The Institution will provide general clinical orientation to its students and conduct any screenings as needed by the Trainee Qualifications and Credentials Verification Letter (TQCVL) and list all students rotating on the TQCVLs annually. Visiting students processed through the Institution must also be placed on a TQCVL and credentials verified.

VA:

The VA will 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, or while accessing VA records and

data. Trainees are not required to attend New Employee Orientation (NEO) but may attend a program specific orientation. **The only required online training requirement for trainees is set by the VHA Office of Academic Affiliations (OAA) and is the Mandatory Training for Trainees (MTT) Course or the MTT Refresher.** The VA will establish qualifications for trainees coming to VA for academic programs. The VA is a Drug Free Workplace and trainees appointed to the VA may be subject to random drug testing in accordance with criteria contained in Executive Order 12564.

The VA will ensure that all trainees and faculty who will be assigned to VA receive appropriate VA appointments, including the issuance of appropriate Human Resource letters of VA appointment. The VA will assure that trainees with occupational injuries (including exposure to infectious or environmental hazards) will be assessed and, in emergency cases, initially treated at VA. Dismissal of any trainee from VA assignment is done in accordance with [VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18](#), whichever paragraph applies. The VA will notify the affiliate if a trainee is dismissed from VA assignment.

The VA will evaluate the trainee's performance and conduct in mutual consultation with the Institution and according to the guidance issued by the Institution.

E. Program Policies, Rules, and Regulations.

Institution with UME:

The Institution will acknowledge [Directive 1400.09](#) as overriding policy for UME. In addition, the Institution will notify trainees that the VA is a Drug Free Workplace and that trainees appointed to the VA may be subject to random drug testing in accordance with criteria contained in Executive Order 12564. The Institution will complete Trainee Qualifications and Credentials Verification Letters (TQCVLs) for all trainees rotating at the VA (including visiting students processed through the Institution), ensure the terms outlined in the TQCVL are met, and ensure that all trainees are fit for VA assignment as stated above.

VA:

The VA will follow all policies for Trainee Onboarding, Trainee Supervision, Educational Relationships, Disbursement Agreements, and Education of Physicians and Dentists. The VA will notify the affiliate when new Directives or Handbooks pertaining to education are released or current ones are updated. The VA is responsible for conducting periodic reviews of local academic programs and policies ensuring compliance with VA policies.

F. Academic Partnerships.

Institution with UME:

The relationship between the Institution and the VA is vital to the success of academic medicine. The Institution will encourage VA Education Leadership to participate in relevant meetings at the affiliate (e.g. Curriculum Committee, Competency Committee, Admissions Committee). In addition, the Institution should develop processes for VA based staff to request faculty appointments and applicable appointments to committees. The Institution should recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees, per [VA Handbook 1400.03](#).

VA:

VA and appropriate Institution representatives must 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.

Institution with UME:

The Institution is responsible for communicating updated accreditation standards and local program standards for maintenance of an appropriate learning environment. Processes for monitoring the learning environment by the Institution should be communicated to the VA and when possible adopted by VA (e.g. mechanisms to report duty hour violations, learning environment praise or concerns).

VA:

As an authorized site for learning, the VA is responsible for a safe and secure clinical learning environment. Psychological, emotional, and physical well-being are critical in the development of competent, caring, and resilient trainees. These requirements are intended to support the development of a sense of professionalism by encouraging students to make decisions based on patient needs and their own well-being, without fear of jeopardizing their program's accreditation.

The VA clinical learning environment must emphasize the following principles:

- Excellence in the safety and quality of care rendered to patients by students today
- Excellence in the safety and quality of care rendered to patients by today's students in their future practice
- Excellence in professionalism through faculty modeling of: the effacement of self-interest in a humanistic environment that supports the professional development of physicians and the joy of curiosity, problem-solving, intellectual rigor, and discovery
- Commitment to the well-being of the students and faculty members, and all members of the health care team
- Collaborative inter-professional environment for learning

Supervision in the setting of UME provides safe and effective care to patients; ensures each medical student 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 Institution 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 within facility 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.

Responsibility falls on the VA for promoting a clinical learning environment aligned with the guidelines of the [Liaison Committee for Medical Education \(LCME\)](#) or the [Commission on Osteopathic College Accreditation \(COCA\) of the American Osteopathic Association \(AOA\)](#) .

VA and the Institution must 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 Institution for the purpose of health care operations. Shared students or shared faculty members may need to submit VA patient PHI directly to the Institution. There may be direct VA to Institution transmission of VA patient PHI.

Institutions often need patient PHI for the administration of educational programs, quality assurance activities, and other assessments, such as:

- a) To assess the competency of students 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 students 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 Institution 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 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.

SIGNATURE PAGE

Institution Signatures

Signature of Dean, College of Medicine, Senior Associate, or Vice Dean of Medical Education

Date of Signature

Name of Individual Signing Above

Title of Individual Signing Above

Type Institution Full Legal Name

VA Medical Center/Network Signatures

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

Signature of VA Medical Center Director

Name of VA Medical Center

Name of VA Medical Center

Signature of VA Network Director or Equivalent

Name and Number of VISN

Veterans Health Administration (OAA) Signature

Signature of the **Chief Academic Affiliations Officer or Designee**

VHA Office of Academic Affiliations (10X)

Veterans Health Administration