



**ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA)
AND AN EDUCATIONAL PROGRAM**

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VA NETWORK

VA HEALTHCARE FACILITY (including city and state)

NAME OF EDUCATIONAL INSTITUTION (including city and state)

PROGRAM/DISCIPLINE AND DEGREE(S)

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 educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational 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 U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.

C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff 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 and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

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

D. Establish minimal qualifications for trainees coming to VA for clinical education.

E. 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.

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

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

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

J. 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.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

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 affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA 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.

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.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of 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 terminations 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 during that period]* 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.

SIGNATURES FOR ACADEMIC INSTITUTION

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Signature of Responsible VA Official for Educational Program

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

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

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above