

## NETWORK 2 ACADEMIC AFFILIATION AND PARTNERSHIP POLICY

### 1. PURPOSE:

a. This policy outlines the procedural instructions for initiation and review of partnerships between VA health care facilities and associated health professions programs, other academic programs, and non-VA support programs.

b. Associated health professions programs include all clinical health care professions other than medicine. Podiatry, optometry, and dentistry are included under this policy. Examples of other academic programs include health care administration, public health, etc. Examples of non-VA support programs include physicians' offices, community nursing homes, and other community health care agencies.

c. Affiliations are legal relationships between Network 2 VA health care facilities and academic institutions/support programs for the provision of education and training of students. Affiliation agreements are legal documents, not contracts, that enable an affiliation. Affiliation agreements are required for all administrative and clinical educational experiences that involve direct patient contact. Affiliation agreements are not necessary for students whose portion of education or training at a VA health care facility is (1) for less than 40 hours per year, (2) only for observation with no patient contact, or (3) for research with no patient contact. These students, nevertheless, must be approved by the Human Resources Manager on a Without Compensation (WOC) basis (VHA Manual M-8, "Academic Affairs," Part II, Chapter 2, Par. 2.04b). Affiliation agreements are not necessary for postgraduate trainees, who are no longer affiliated with an academic institution.

### 2. POLICY:

a. All accredited academic programs are considered decentralized programs; therefore, they do not need the approval of the Chief Academic Affiliations Officer, Office of Academic Affiliations at VA Headquarters. The nationally recognized accrediting body for the specific profession must accredit programs. New programs anticipating full accreditation within five years also are considered decentralized programs and should not be approved locally until fully accredited. The new programs are decentralized even if the profession is eligible for student funding from the Office of Academic Affiliations.

b. Nationally recognized accrediting bodies are designated by the United States Department of Education. VHA Manual M-8, "Academic Affairs," Part II, Chapter 2, Appendices 2A and 2B, lists nationally recognized accrediting bodies for associated health professions programs.

c. Academic programs that are not accredited or are not in the process of becoming accredited are considered centralized programs requiring approval by the Chief Academic Affiliations, Office of Academic Affiliations at the VA

Headquarters. A program may not be accredited for the following reasons:

1. There is no nationally recognized accrediting body for the profession;
2. There is a nationally recognized accrediting body for the profession, but the educational program has not applied for accreditation; or
3. The program has applied for accreditation, but has not met the accreditation standards.

d. Affiliation agreements (Attachments A or B) shall be used for partnerships between VA health care facilities and associated health professions, other academic programs, and non-VA support programs. Attachment A is used when a VA facility helps train undergraduate and graduate students from academic programs. Attachment B is used when another non-VA institution helps train students from an accredited VHA-sponsored program. In accordance with the Memorandum signed by the Under Secretary for Health, July, 07, 1999 ("Academic Partner Policy Instructions Regarding Affiliations with Associated Health Professional Education Programs"), there shall be no informal or special arrangements that are not in accordance with VHA or Network 2 policy or sound management practices as outlined by the affiliation agreements (Attachments A and B). General Counsel in VA Headquarters must approve any wording changes from Attachments A and B.

e. Malpractice insurance coverage is provided as detailed in the National Academic Partnership Policy #98-01 (June 1998).

f. Affiliation agreements initiated after September 30, 1999 shall be approved by the Network 2 Director or designee. The Director of Training/contact person and the Facility Education Manager or designee at each facility will negotiate specific operational and logistical details. In the spirit of partnership, Facility Education Managers or designees are advised, as part of the partnership, to negotiate for tuition waivers that can be converted by any employee of Network 2.

g. Approved affiliation agreements, along with required supporting documents must be kept on file at the VA health care facility for reference and inspection by appropriate site visitors. [See VHA Manual M-8, "Academic Affairs," Part II, Chapter 2, January 26, 1990, paragraph 2.10a(1) to (3)(c).] An expired affiliation agreement must be kept in an inactive file for a period of three years.

h. Affiliation agreements should be reviewed at a minimum of every five years from the date of signing or when updated with major changes, unless terminated by either the VA health care facility or the academic program/support program.

i. Students from academic programs must be U.S. citizens to be eligible for

acceptance into funded VHA-sponsored training programs. WOC students may be non-citizens when: (a) there are no qualified U.S. citizens to fill the positions and (b) it is deemed in the interest of the VA health care facility to fill the positions with non-citizens.

j. Students from academic programs, affiliating with a VA health care facility, must comply with existing health status and safety requirements outlined in Attachment C, Guidelines for Acceptance of a Student into a VHA-sponsored Training Program.

k. Students, who participate in funded VHA-sponsored training programs, are eligible to apply for non-competitive VA positions for one year after they complete their respective degree programs.

### 3. RESPONSIBILITY:

a. The Network 2 Academic Affiliation Group (AAG) of the Network Education Council includes the Learning Path Manager/AAG Chair and representatives from each VA health care facility. Responsibilities include oversight, guidance, and coordination regarding the development of academic partnerships within this Network. Additional responsibilities include, but are not limited to:

1. Preparing, approving, and submitting educational partnership agreements and policies;
2. Maintaining records of all academic affiliations and partnerships;
3. Maintaining liaisons with VA facility programs and academic affiliates to ensure that needs identified are evaluated and integrated into appropriate training programs;
4. Acting in an advisory capacity for monitoring and evaluating the quality and appropriateness of affiliations and partnership agreements; and
5. Coordinating use of tuition waivers to insure uniformity among all facilities.

b. The Facility Education Manager or designee at each facility shall:

1. Provide necessary guidance and assistance to the Directors of Training/contact persons from the professions/disciplines and the local Facility Education Council with regard to initiating and monitoring affiliations;
2. Collaborate with the Directors of Training/contact persons and the Office of Academic Affiliations at VA Headquarters with regard to evaluating VA training programs; and
3. Ensure that requests and interim and end of year reports are sent to the AAG Chair or to the Office of Academic Affiliations at VA Headquarters in a timely fashion.

c. Local Directors of Training/contact persons shall:

1. Ensure all documentation regarding students is completed and maintained on file for each clinical rotation;

2. Ensure student(s) are oriented to policies/procedures of the Network and local VA facility;

3. Maintain a student-tracking log and submit it within two weeks of trainee orientation to the local VA Office of Education;

4. Maintain ongoing communication between the VA health care facility and academic program faculty;

5. Maintain open communication with local VA Office of Education regarding changes in curriculum, student enrollment, new academic initiatives; and

6. Collaborate with the local VA Office of Education to request funded trainee positions each year and to evaluate the VA training programs.

d. Preceptors/immediate supervisors will supervise assigned trainees in the clinical setting. Specifically, they will:

1. Serve as role models to trainees; teach, and monitor assigned trainees in the clinical area with regard to both discipline-specific skills and interprofessional collaboration and teamwork skills;

2. Meet with assigned trainees on a regular basis to critique trainees' performance and provide feedback;

3. Communicate as needed with appropriate academic faculty regarding student progress; and

4. Provide a written evaluation of assigned trainees to appropriate academic faculty.

4. PROCEDURES:

a. Affiliation agreements must be initiated by and prepared in the VA approved format (see Attachments A and B). The VA cannot sign affiliation agreements initiated by other agencies.

b. An assessment of affiliation agreements will be conducted by the Facility Education Manager (or designee) and Directors of Training/contact persons on a periodic and regular basis (but no less than every five years).

c. An original signed copy of all affiliation agreements will be maintained on file at the originating facility.

5. REFERENCES:

VHA Manual M-8, Part II, "Academic Affairs," Chapter 2, National Academic Partnership Policy #98-01 (June 1998), Guidelines for Affiliating Nursing Programs, Non-Nursing Students, and VA Faculty.

6. RESCISSIONS: Network Memorandum 10N2-53-99, December 28, 1999.

7. FOLLOW-UP RESPONSIBILITY: The Network 2 Education Council. Authored by the Network 2 Academic Affiliations Group (AAG), Gloria D. Heinemann, Ph.D., Academic Affiliations Learning Path Manager/AAG Chair, (716) 862-6091.

8. AUTOMATIC RESCISSION DATE: December 10, 2005.

LAWRENCE H. FLESH, MD  
Interim Network Director

Attachments: A, B, C

Distribution: Network Executive Leadership Council  
Network Medical Director  
Network Councils  
Union Representatives  
VA Facility Directors  
Academic Affiliations Group (AAG)

MEMORANDUM OF AFFILIATION  
EDUCATIONAL PROGRAM AGREEMENT  
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS  
AND THE UNDERSIGNED EDUCATIONAL PROGRAM

VA NETWORK: VISN 2 VA Healthcare Network Upstate New York

VA TREATMENT FACILITY (OR FACILITIES):

NAME OF EDUCATIONAL INSTITUTION:

PROGRAM AND DEGREE:

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), authorizes VA, its Veterans Integrated Service Networks, and the listed VA facilities, to affiliate for the academic purposes of enhanced patient care, education, or research. The faculty of the affiliate has primary responsibility, in coordination with VA staff, for the assignment and supervision of students and/or residents in their academic program(s). VA retains full responsibility for the care of patients, including administrative and professional functions pertaining thereto. While in the VA facility, students are subject to VA rules and regulations. Students will receive an orientation to the VA facility. Faculty members and facility staff supervisors are to evaluate the student's performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

VA health care facilities or groups of facilities, as appropriate, will establish an Affiliations Partnership Council made up of representatives from affiliated institutions. The Council will act as the strategic planning and coordinating body for all academic matters involving VA and the affiliates, and it will coordinate the tracking of measurable outcomes that emerge from reviews of the academic partnerships. The Council will inform VA of affiliate matters such as strategic planning, program direction, or budgetary issues affecting VA. Topical or discipline-specific subcommittees may be developed as needed in collaboration with the academic and VA leadership to address specific management or strategic interests.

The affiliates comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title III of the Older Americans Amendments of 1975, the American with Disabilities Act of 1992, and all related regulations. They do not and will not discriminate against any person on the basis of race, color, sex, creed, national origin, age, or handicap 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 laws, federal laws will govern. When providing professional services covered by this agreement, protection from personal liability of faculty members and students of the affiliated institution while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). Nothing in this agreement grants to the educational institution or the Partnership Council any legal authority to exercise control over any VA program or facility. Ultimate responsibility for the control and operation of VA facilities and programs rests with VA.

Periodic reviews of academic programs and policies will be conducted as necessary under the auspices of the Chief Academic Affiliations Officer, Office of Academic Affiliations at VA Headquarters.

This agreement is in force until further notice. 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 six months in advance of the next training experience. [IF APPLICABLE, the affiliation agreement previously agreed to on (DATE) is hereby rescinded.]

\_\_\_\_\_  
Name and Title of Responsible Official  
for the Educational Program

\_\_\_\_\_  
VISN Director or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF AFFILIATION  
EDUCATIONAL PROGRAM AGREEMENT  
BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS  
AND THE UNDERSIGNED NON-VA HEALTH CARE FACILITY/AGENCY

VA NETWORK: VISN 2 VA Healthcare Network Upstate New York

VA TREATMENT FACILITY (OR FACILITIES):

VA-SPONSORED EDUCATIONAL TRAINING PROGRAM:

NAME OF NON-VA HEALTH CARE FACILITY/AGENCY:

LOCATION OF NON-VA HEALTH CARE FACILITY/AGENCY:

The Department of Veterans Affairs and the undersigned above mutually agree that practical experience for trainees in the specified VHA-sponsored program will be provided at this non-VA health care facility/agency. The VA training program director will assume responsibility for the selection and assignment of VA trainees to the learning experiences. There will be coordinated planning between the non-VA health care facility/agency and the director of the VA training program regarding scheduling and work assignments. While at the non-VA health care facility/agency, VA trainees will conduct themselves in accordance with the rules and regulations of the non-VA health care facility/agency.

The non-VA health care facility/agency will retain full responsibility for the care of patients and will maintain administrative and professional supervision of the VA trainees insofar as their presence affects its operation and/or the direct or indirect care of the patients.

VA trainees will receive a thorough orientation to the non-VA health care facility/agency. The VA training program director and the non-VA health care facility/agency staff supervisors will evaluate the trainees' performance by mutual consultation according to the guidelines of the training program.

Non-VA health care facilities/agencies comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title III of the Older Americans Amendments of 1975, the Americans with Disabilities Act of 1992, and all related regulations. They do not and will not discriminate against any person on the basis of race, color, sex, creed, national origin, age, or handicap 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 laws, federal laws will govern.

When providing professional services covered by this agreement, protection of VA trainees from personal liability while at a non-VA health care facility/agency will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d).

Nothing in this agreement grants to VA any legal authority to exercise control over any non-VA health care facility, agency, or program. Ultimate responsibility for the control and operation of non-VA facilities and programs rests with the non-VA facility/agency.

Periodic reviews of academic programs and policies will be conducted as necessary under the auspices of the Chief Academic Affiliations Officer, Office of Academic Affiliations at VA Headquarters.

This agreement is in force until further notice; 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 six months in advance of the next training experience. [If applicable, the affiliation agreement previously agreed to on (DATE) is hereby rescinded.]

\_\_\_\_\_  
Name and Title of Responsible Official  
for the non-VA facility/agency

\_\_\_\_\_  
VISN Director or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## GUIDELINES FOR ACCEPTANCE OF A STUDENT INTO A VA CLINICAL TRAINING PROGRAM

### 1. Responsibilities of the Academic Institution/Program

a. Submit a written request to the Director of Training/contact person for placement of student(s) prior to the beginning of each semester. The letter will include the approximate number of students to be placed and clinical hours and dates.

b. Provide the VA program director with a current course outline and objectives prior to each academic year.

c. For a group experience, one faculty supervisor will be assigned for each ten undergraduate students participating in the VA training program. The faculty member will be directly responsible for the supervision and instruction of the students to whom he/she is assigned. Individual graduate or undergraduate student learning activities may be self-directed with the concurrence of the faculty advisor and VA preceptor.

d. The academic institution must provide the Director of Training/contact person with the information below prior to or on the first day of experience.

1) Student name(s) and starting dates.

2) Current health status report for each student and faculty member. This includes:

- a negative PPD test within the last year or, for a positive PPD test, a health statement that indicates that the student is asymptomatic;
- a negative chest x-ray or a health statement that indicates that the student is presently asymptomatic;
- proof of Hepatitis B Vaccine series or a declination of same;
- proof of Td (Tetanus-diphtheria) booster within ten years; and
- proof of immunity against measles (Rubeola) and German measles (Rubella) – (Proof can be documentation of immunization or serologic confirmation.)

3) Proof of current professional registration (if applicable) and curriculum vitae for each faculty supervisor from the academic program at the beginning of each academic year.

4) A "Without Compensation" Form (WOC Form) completed by each student and/or faculty member on the first day of training observational, or research experience.

5) Evidence that all students are aware of infectious hazards and have an understanding of the concepts that form the foundation of Standard (Universal) Precautions.

e. Assurance that all students understand that they must wear a name/identification badge provided by the school or the VA facility.

f. Evidence that students understand that they must adhere to the Privacy Act, all VA policies, and all VA security regulations.

## 2. Responsibilities of VA:

a. The VA preceptor or his/her designee must notify the Facility Education Manager immediately when a student is involved in a medication error, a treatment error, an accident to or involving a patient, and/or an accident to or involving another student.

b. The VA preceptor or his/her designee must inform students and academic affiliate faculty that failure to complete patient reports or documentation in patients' charts (e.g., discharge summaries and progress notes) will result in dismissal of the student from the VA training program.