



**MEDICAL EDUCATION AFFILIATION AGREEMENT
BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA),
AND INSTITUTIONS SPONSORING GRADUATE MEDICAL EDUCATION AND
THEIR AFFILIATED SCHOOL OF MEDICINE**

Use when trainees are enrolled in an academic program accredited by the Liaison Committee for Medical Education (LCME) or the Accreditation Council for Graduate Medical Education (ACGME)

VISN 5

VA NETWORK

Huntington VAMC, Huntington WV

VA MEDICAL CARE FACILITY (including city and state)

Marshall University, Huntington WV

SPONSORING INSTITUTION (including ACGME ID number, city and state)

8005500475 - Huntington, WV 25701

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

Joan C. Edwards School of Medicine, Huntington WV

AFFILIATED SCHOOL OF MEDICINE (including 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, and the listed VA facilities, and the institution sponsoring graduate medical education, its affiliated participating institutions and their affiliated school of medicine for the academic purposes of enhanced patient care, education, and research. A sponsoring institution, its affiliated participating institutions and their affiliated school of medicine that are signatories to this document are collectively referred to as "affiliated institutions" or "the affiliate". 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 VA 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 and the conduct of research are VA statutory missions. 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 manpower needs throughout VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also 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, 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, or other written agreements.

RESPONSIBILITIES

1. The school of medicine has the following responsibilities:

- A. Operate and manage the school of medicine and assume overall responsibility for the educational programs.
- B. Maintain accreditation by the nationally recognized accreditation entities, the Liaison Committee for Medical Education (LCME) for medical student education and ensure maintenance of accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residency programs accredited in the name of the sponsoring institution.
- C. Encourage school of medicine faculty to accept positions as VA medical staff and assure that academic standards are met.
- D. Enable school of medicine faculty appointments, appointments to school of medicine committees, and administrative positions for VA-based staff.
- E. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the medical school dean and senior faculty members from appropriate divisions of the medical school, sponsoring and affiliated participating institutions.

2. The sponsoring institution, its affiliated participating institutions, and their affiliated school of medicine have the following responsibilities:

- A. Maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residency programs.
- B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, periodic updates of the accreditation status of 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 involving VA, the sponsoring institution, the affiliated participating institutions, and their school of medicine. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the sponsoring institution, the affiliated participating institutions, their affiliated school of medicine and VA.

E. Develop educational program letters of agreement for each VA health 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.

3. 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 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 academic and clinical credentials will teach and 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 all trainees and faculty who will be assigned to VA receive appropriate VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

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. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. When providing professional services covered by this agreement and properly documented as appointed by VA, VA trainees are covered by the provisions of the Federal Employee Compensation Act.

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

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

M. 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.

N. 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 sponsoring institution, its affiliated participating institutions

and their affiliated school of medicine. Through this affiliation agreement, a collaboration is created with VA to enable enhanced patient care, education, and research.

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 104-91, 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 covered by this agreement, protection of properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the affiliated institutions from personal liability 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). 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.

With respect to the Liaison Committee for Medical Education (LCME) accreditation standard which centers on professionalism and the learning environment of students and residents, the parties to this agreement recognize the obligation of each to develop and nurture professional behavior among faculty staff, medical students, and residents by promoting a learning environment that provides opportunities in both formal and informal clinical education settings for the modeling and integration of appropriate professional attitudes and values.

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.

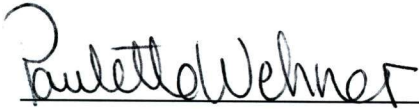
Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. 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 02/01/2026 [*insert a date 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.

**INSTITUTIONS SPONSORING GRADUATE MEDICAL EDUCATION AND THEIR
AFFILIATED SCHOOL OF MEDICINE SIGNATURE PAGE**

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



Signature of DIO for the Sponsoring Institution

2/23/16
Date of Signature

Paulette Wehner
Typed Name of Individual Signing Above

Medicine Vice Dean for GME
Typed Title of Individual Signing Above

Marshall University SOM
Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Sponsoring Institution

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

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

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Dean or Equivalent Responsible Official for the School of Medicine

3/10/16
Date of Signature

Joseph I. Shapiro
Typed Name of Individual Signing Above

Dean MUSOM
Typed Title of Individual Signing Above

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

[Handwritten Signature]

Signature of VA Designated Education Official

11 APR 2016

Date of Signature

William Barnette

Typed Name of Individual Signing Above

ACNS education / DLO

Typed Title of Individual Signing Above

[Handwritten Signature]

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

05/10/2016

Date of Signature

J. Brian Nimmo

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

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

Date of Signature

Typed Name of Individual Signing Above