



**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)

Sierra Pacific Network, VISN 21

VA NETWORK

VA Palo Alto Health Care System (640), Palo Alto, California

VA MEDICAL CARE FACILITY (including city and state)

Las Positas College, 3000 Campus Hill Drive, Livermore, CA 94551

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Surgical Technology Program, Certificate and/or Associate in Science (AS) Degree

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. Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institution. Additional responsibilities are delineated below.

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 participating institutions. Through this agreement, a partnership is created to enable enhanced 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 104-91, and 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.

Faculty members and trainees of the sponsoring institutions, when at VA health care 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).

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. Enable faculty appointments for VA staff.

C. Select trainees that meet qualifications as agreed upon by the school and VA.

D. 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.

E. Develop educational program letters of agreement for each VA health care facility that provides a trainee with educational experience at VA. These agreements must identify faculty, including VA employees, who will teach, supervise, and evaluate trainee performance; outline educational objectives; specify periods and clinical area of assignments.

2. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and other accrediting entities.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, which will provide supervision of trainees and provide veteran patient care.

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

D. Establish minimal qualifications for trainees coming to VA for academic programs.

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. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

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

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

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.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until further notice 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.

ASSOCIATED HEALTH SIGNATURE PAGE

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

Date of Signature

Lorenzo Legaspi

Typed Name of Individual Signing Above

Vice Chancellor, Business Services

Typed Title of Individual Signing Above

Signature of Responsible VA Official for Educational Program

Date of Signature

Rosemary Strickland, MS, RN

Typed Name of Individual Signing Above

Associate Chief for Nursing Service, Education

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Date of Signature

Elizabeth Joyce Freeman

Typed Name of Individual Signing Above

Director, VA Palo Alto Health Care System

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

John Pollard, MD

Typed Name of Individual Signing Above

Associate Chief of Staff for Education

Typed Title of Individual Signing Above

N/A

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