



**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)

VISN 8, The VA Sunshine Network

VA NETWORK

Bay Pines VA Healthcare System, PO BOX 5005, Bay Pines, FL 33744 (Physical Address 10000 Bay Pines Blvd, Bay Pines, FL 33744)

VA HEALTHCARE FACILITY (including city and state)

Pinellas County School Board on Behalf of Pinellas Technical College, 901 34th St. N, St. Petersburg, FL 33711

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Surgical Technology Program

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 104-91, 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 03/15/2016 *[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

Peggy L. O'Shea

Typed Name of Individual Signing Above

School Board Chairperson

Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Signature of Responsible VA Official for Educational Program

Date of Signature

Charles E. Barnes RN CNOR BSN MHA/MPH

Typed Name of Individual Signing Above

Chief Nurse, Ambulatory Care and Specialty Procedures

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

Henry S. Park, M.D.

Typed Name of Individual Signing Above

Designated Education Officer

Typed Title of Individual Signing Above

Approved As To Form:



School Board Attorneys Office

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

Date of Signature

Suzanne M. Klinker

Typed Name of Individual Signing Above

Director, Bay Pines VA Healthcare System

Typed Title of Individual Signing Above

*Signature of VISN Director or Designee for Department of Veterans
Affairs*

Date of Signature

Suzanne M. Klinker for Miguel H. LaPuz, M.D., MBA

Typed Name of Individual Signing Above

Network Director, VISN 8

Typed Title of Individual Signing Above

LETTER OF AGREEMENT

Date: January 20, 2016

Program: Surgical Technology

Affiliated Institutional/Clinical Practice Site: Bay Pines VA Healthcare System

Pinellas Technical College and Bay Pines VA Healthcare System have entered into and maintain in effect an Affiliation Agreement. In furtherance of the education program(s) to be conducted at the Affiliated Institution in accordance with the Affiliation Agreement, the parties desire to execute this Letter of Agreement to specifically address certain related issues in accordance with the requirements of the **Council on Occupational Education and the Commission on Accreditation of Allied Health Education Programs**. This Letter of Agreement is effective for the duration of the Affiliation Agreement subject to earlier termination in accordance with the provisions of the Affiliation Agreement. This Letter of Agreement may be amended by written instrument signed by both parties. This Letter of Agreement outlines the specific responsibilities of the Affiliated Institution and **Pinellas Technical College** in connection with the above identified **Surgical Technology** program as outlined by the **Council on Occupational Education, Commission on Accreditation of Allied Health Education Programs** Directory.

1. The following identified staff assumes both educational and supervisory responsibilities for Pinellas Technical College students at the Affiliated Institution:

Rachel D. Tejedor
Nancy K. Edmonds

2. These VA staff/WOC Instructors have responsibility for teaching, supervision, and formal evaluation of students in accordance with the requirements of the **Council on Occupational Education, Commission on Accreditation of Allied Health Education Programs** applicable Pinellas Technical College policies.
3. Pinellas Technical College is accredited by the **Council on Occupational Education** accredited in 1975; Reaffirmed 2013; next Reaffirmation 2019.

Pinellas Technical College Surgical Technology Program is accredited by the **Commission on Accreditation of Allied Health Education Programs** initial accreditation April 2000; most recent accreditation January 2015; accreditation expires in 2025.

4. The duration and content of the educational experience must include Pinellas Technical College Program's goals, objectives, knowledge and skills required for this educational experience in Attachment A.
5. Pinellas Technical College Student education during their assignment to the Affiliation Institution will be governed by school policies and procedures and any agreement between Pinellas Technical College and Bay Pines VA Healthcare System specifically related to Surgical Technology students education.

Jennifer Lowe
Signature of Affiliate's Program Director

1/20/16
Date

Jennifer Lowe, CST
Name of Individual Signing Above

Director of Surgical Technology Program
Title of Individual Signing Above

Signature of Bay Pine's Program Director

Date

Charles E. Barnes RN CNOR BSN, MHA/MPH
Name of Individual Signing Above

Chief Nurse, Ambulatory Care and Specialty Procedures
Title of Individual Signing Above

Signature of VA's Designated Educational Officer

Date

Henry Park, M.D.
Name of Individual Signing Above

Desingated Education Officer
Title of Individual Signing Above

ATTACHMENT A

1. Educational Objectives:

a. Goals and objectives of this clinical experience – to successfully perform Surgical Technologist duties.

b. Specific knowledge and skills to be acquired during this rotation –

Perform all duties necessary as a surgical Technologist before, during, and after surgical procedures as listed in the Florida Department of Education Student Performance Standards.

c. Duration of the educational experience – 1330 hours per educational experience.

d. Number of weeks students will be in VA Facility – 20-24

2. Mechanism for Student Evaluation:

At the end of the rotation, the student is to receive a formal evaluation by the supervisor.

3. Other:

Required Educational Curriculum – N/A



**ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS
PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS**

Use when VA Protected Health Information (PHI) is disclosed to an Affiliated Educational Institution for purposes of health care operations (including education program administration and/or quality assurance activities).

1. Background and Justification

The Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule requirements in 45 CFR Parts 160 and 164 allow disclosure of Protected Health Information (PHI) without prior written authorization from the individual for purposes of treatment, payment and health care operations. Education program administration and quality assurance activities are both considered health care operations and consequently VA PHI may be disclosed to Affiliated Educational Institutions without prior written authorization from the individual.

VA PHI may be transferred to the Affiliated Educational Institution for health care operations in three distinct ways. First, shared trainees may submit data directly to the Affiliated Educational Institution. Second, shared faculty members may be required to submit PHI. Third, there may be direct institution to institution transmission of PHI.

Affiliated Educational Institutions need PHI for the following purposes in the administration of educational programs, quality assurance activities and other assessments such as those delineated below:

- a) To assess the competency of trainees 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 trainees or staff for which individually-identifiable patient information is relevant.
- e) To assess and improve the quality of care during training and learning activities.

This Acknowledgement will ensure that, when Affiliated Educational Institutions receive VA PHI for purposes of educational program administration, quality assurance activities or other assessments, they will collect, store and protect this information according to all applicable HIPAA standards. Although VA facilities and their Affiliated Educational Institutions are encouraged to exchange de-identified data whenever such data is sufficient, Affiliated Educational Institutions may either choose to or be required to use VA PHI.

NOTE: If the VA and Affiliated Educational Institution have committed to exchange only de-identified data (whether in electronic or paper format) then this agreement is not applicable and does not need to be executed.

2. Ownership of VA PHI

When VA PHI is disclosed to Affiliated Educational Institutions, either directly, or through trainees or faculty members, it is considered a permitted disclosure for health care operations under the Privacy Rule. Copies of data disclosed to the Affiliated Educational Institution become the property of that Affiliated Educational Institution and are no longer considered a part of a VA Privacy Act System of Records. Original data maintained by VA will remain VA's data.

3. Use and Disclosure of VA PHI

Unless otherwise limited herein, the Affiliated Educational Institution receiving VA PHI disclosures may use or disclose this data for its own purposes of health care operations or other legal requirements. Such use or disclosure must be in accordance with applicable Privacy and Security Rule requirements. Both VA and Affiliated Educational Institutions will observe the "minimum necessary" requirements of the Privacy Rule when making requests or disclosures.

**ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS
PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS**

4. Definition of VA PHI

For the purpose of this document, VA PHI refers only to individually-identifiable patient information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. Effective Date

This Acknowledgement shall be effective on the date signed by all parties.

6. Review Date

The provisions of this agreement will be reviewed by VA every two years from the Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of the review.

VHA FACILITY NAME Bay Pines VA Healthcare System

AFFILIATED EDUCATIONAL INSTITUTION Pinellas Technical College

*Signature of Dean, Associate Dean or Equivalent
Responsible Official for the Affiliated Educational
Institution or Program*

Date of Signature

Sylester Boe Norwood
Typed Name of Individual Signing Above

Director Pinellas Technical College
Typed Title of Individual Signing Above


*Signature of Responsible Legal Official for the Affiliated
Educational Institution or Program*

Date of Signature

Heather Wallace
Typed Name of Individual Signing Above

Pinellas County School Board Attorney
Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

Henry Park, M.D.
Typed Name of Individual Signing Above

Designated Education Officer, BPVHACS
Typed Title of Individual Signing Above

Signature of VA Medical Center Director

Date of Signature

Suzanne M. Klinker
Typed Name of Individual Signing Above

Bay Pines VA Healthcare System Director
Typed Title of Individual Signing Above