




October 17, 2011

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Affiliation Agreement - Pharmacy Technician

Item Description:

This item requests that the Board authorize the President to enter into a new affiliation agreement with the North Florida/South Georgia Veterans Health System. This agreement would allow students in TCC's Pharmacy Technician program to obtain clinical/internship learning experiences at these facilities.

Overview:

At the March 2011 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated a new agreement with the North Florida/South Georgia Veterans Health System to use their facilities as a clinical site for our pharmacy technician program.

Salient Facts:

The contract follows the standard TCC format for health affiliation agreements.

Past Actions:

This is a new agreement since March 2011.

Future Actions:

If approved, this agreement will be added to the March 2012 Board item for annual renewal.

Funding/Financial Matters:

There are no funding or financial matters associated with this agreement.

Staff Resource:

John Chapin

Recommended Action:

That the Board authorize the President to enter into this agreement.



**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

VA NETWORK

NORTH FLORIDA/SOUTH GEORGIA VETERANS HEALTH SYSTEM Tallahassee Outpatient Clinic Tallahassee, FL 32308

VA HEALTHCARE FACILITY (including city and state)

Tallahassee Community College

Tallahassee, FL

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Pharmacy Technician Certification 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.

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.

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).

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.
- D. Develop educational program letters of agreement for each VA healthcare 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 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. Ensure that all trainees assigned to VA receive VA appointments.
- 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 Employee 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.

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.

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
9-1-2011

Date of Signature
Cheryl Barge Williams

Typed Name of Individual Signing Above
Pharmacy Supervisor, TOPC

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature
JOSEPHA CHEONG, M.D.

Typed Name of Individual Signing Above
ACOS for Education

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

Date of Signature
THOMAS A. CAPPELLO, MPH, FACHE

Typed Name of Individual Signing Above
Director

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature
NEVIN WEAVER

Typed Name of Individual Signing Above
VISN 8 Director

Typed Title of Individual Signing Above



**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	North Florida/South Georgia Veterans Health System 573
AFFILIATED EDUCATIONAL INSTITUTION	Tallahassee Community College

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

Date of Signature

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

Date of Signature

Typed Name of Individual Signing Above

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Designated Education Official

Date of Signature

Signature of VA Medical Center Director

Date of Signature

Joseph A. Cheong, MD

Typed Name of Individual Signing Above

Thomas A. Cappello

Typed Name of Individual Signing Above

Asst Chief of Staff - Education, DEO

Typed Title of Individual Signing Above

Typed Title of Individual Signing Above