

FILE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS (VA)
VETERANS HEALTH ADMINISTRATION (VHA)
AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)
U.S. PUBLIC HEALTH SERVICE (PHS)**

The purpose of this Memorandum of Understanding (MOU) between the PHS and the VHA is to address the provision of clinical services provided by PHS Commissioned Corps officers within VA facilities. Local expectations and situations may be further described in local memoranda or agreements, but these must comply with the terms of this MOU.

A. Authorities

1. The VA has the authority to enter into this agreement pursuant to 38 U.S.C. § 513, which authorizes VA/VHA to accept services from public agencies, as the Secretary of Veterans Affairs may consider practicable. Authority to participate in this non-reimbursable detail agreement also is established under 64 Comp. Gen. 370, 380 (1985), 65 Comp. Gen. 635 (1986), and pursuant to specific statutory authority for the detail of HHS officers and employees in 42 U.S.C. § 215.
2. The Secretary of Health and Human Services (HHS), through a delegation of authority dated July 23, 2003, delegated the authorities necessary to administer the Commissioned Corps of the U.S. Public Health Service to the Assistant Secretary for Health (ASH) (See also Statements of Organizations, Functions, Delegation of Authority dated December 18, 2003, 68 Fed. Reg 70507).

B. Background

1. This agreement is entered into by and between the Department of Health and Human Services (HHS), U.S. Public Health Service (PHS) and the Department of Veterans Affairs (VA), Veterans Health Administration (VHA).
2. The purpose of the agreement is to benefit the VHA, the PHS, and individual PHS Commissioned Corps officers by allowing PHS Commissioned Corps officers who are licensed clinical practitioners (i.e. nurses, physicians, dentists, social workers, pharmacists,

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dietitians, physical therapists and others), some of whose regular official duties may not currently require direct provision of clinical care, the opportunity to work in an environment where they can maintain their clinical skills while providing clinical services to the VHA and its patients.

C. Understanding

The parties acknowledge and agree to the following:

1. While providing clinical services at the VHA facility pursuant to this MOU, PHS officers serve in their capacity as Commissioned Corps officers and remain subject to all provisions of law and regulation applicable thereto. The VHA facility shall constitute the PHS officer's official work site for the period during which clinical services are provided. PHS officers may not claim reimbursement of any travel expenses associated with the provision of clinical services at the VHA facility.
2. This MOU governs PHS officers of all professional categories, wherever they may be assigned for regular duty.
3. All PHS officers providing clinical services at a VHA facility pursuant to this MOU must meet the licensing and credentialing requirements of their professional category and must have no adverse credentialing or privileging actions pending or ongoing. PHS officers who will be permitted to independently provide patient care services will be credentialed and privileged by the VHA prior to providing such care, pursuant to the requirements of VHA Handbook 1100.19, *Credentialing and Privileging*.
4. While providing clinical services at the VHA facility, PHS officers will be subject to and required to abide by all applicable facility and VA-wide policies, procedures, rules and laws. Uniform and/or dress standards also are at the discretion of the VA facility director. Prior to providing care in a VHA facility under this MOU, PHS Officers will be temporarily assigned to the VHA facility by a letter of assignment or other similar document, as elected by HHS/PHS, that delineates the officer's name; the dates, times, and locations of the assignment; and the officer's PHS liaison officer and contact telephone number. It is understood that, considering the limited time duration of details entered into pursuant to this agreement, personnel orders are not required. HHS/PHS will provide a copy of the letter of assignment to the VHA facility in advance of any such assignment.
5. Each individual PHS officer providing clinical services to the VA/VHA pursuant to this MOU may provide no more than 120 hours of clinical services per calendar year.

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6. PHS will not be required to make any payments to the VA/VHA as a result of this agreement except if required under section D below. It is also understood that PHS officers will not be compensated by the VA/VHA for the care provided under this agreement.

7. This MOU will not result in and is not intended to nor is it meant to displace VA employees or impair existing contracts for services.

8. The number and assignment of PHS officers at a particular VHA facility will be determined prior to the beginning of each period of clinical services provided by PHS officers. The VHA facility reserves the right to refuse acceptance of and/or bar any PHS officers if it is determined that further participation would not be in the best interest of the VHA facility. The VHA facility will immediately notify the cognizant PHS liaison officer if such action is deemed to be required.

9. The VHA facility will not use the "PHS Commissioned Corps" name or the names of its personnel in any publicity or advertising media.

D. In addition to the other provisions of this agreement, the VHA facility specifically agrees to:

1. Provide an orientation to all PHS officers working at the VHA facility that will include professional competencies, infection control, hazardous material handling, radiation safety, electrical safety, general safety, patient confidentiality and informed consent practices at the local facility, and other professional expectations of the local facility.

2. Designate an official to coordinate the PHS officers' clinical working experience. This will involve planning and communicating with the PHS liaison officer, described below, as to the clinical work of PHS officers. The official will also ensure that the examining PHS clinicians are aware of the local health care facility needs, constraints, guidelines, procedures, and requirements against which to evaluate the PHS officer.

3. Upon completion of each period of provision of clinical services, provide written verification on facility letterhead, documenting satisfactory completion of the number of hours of clinical services provided at the VHA facility. The original verification shall be provided to the PHS liaison officer, with a copy to the individual PHS officer.

4. Provide reasonable storage, dressing and locker room space for participating PHS officers.

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5. Grant PHS officers professional and administrative privileges comparable to similar VHA facility professional staff.

6. Provide emergency medical and dental treatment to PHS officers injured on the VHA facility premises while providing care at the VHA facility pursuant to this MOU. The PHS will pay the cost of such treatment at the interagency rate.

E. In addition to the other provisions of this agreement, the PHS Commissioned Corps agrees to:

1. Provide a PHS liaison officer who will provide assistance, information, coordination, and guidance regarding the PHS officer's clinical work experience at the VA facility.

2. Maintain accurate personnel records and reports developed during the course of the PHS officer's clinical experiences.

3. Comply with all applicable facility and VA-wide policies, procedures, rules and laws. This includes (but is not limited to) licensing requirements, appointment authorities (VHA Directive 5005, *Staffing*), credentialing and privileging pursuant to the requirements of VHA Handbook 1100.19, *Credentialing and Privileging*, and reporting requirements (for example, VHA Handbook 1100.17, *National Practitioner Data Bank Reports*; and VHA Handbook 1100.18, *Reporting and Responding to State Licensing Boards*).

4. Provide for occupational safety requirements such as medical examinations immunizations, and tuberculosis screening necessary for PHS officers assigned to the respective VHA facility to ensure that the PHS officer meets local requirements.

5. Provide medical clearance, training, and fit testing (if indicated) for any required personal protective equipment.

6. Provide copies of medical examinations, immunizations, and tuberculosis screening to the VHA facility's Occupational Health Service for review and concurrence that the PHS officer meets the essential functions of their job and has the required immunizations and tuberculosis screening completed.

7. Prohibit PHS officers from publishing any materials developed as a result of their clinical experiences that have not been approved for release, in writing, by the PHS Commissioned Corps and VHA facility.

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F. It is understood and agreed that the VHA facility may generate professional bills for services rendered by PHS officers. Proceeds from these professional bills will become the exclusive property of the VA/VHA facility, and the PHS Commissioned Corps shall have no right to, or claim for, such proceeds.

G. PHS officers who sustain an on the job injury or illness may receive initial evaluation and treatment at a VHA facility. The PHS will provide any subsequent follow-up care. Such injuries and illnesses will be filed under the PHS compensation program.

H. While performing clinical services pursuant to this agreement, PHS officers remain "employees" of the United States (within the meaning of the Federal Tort Claims Act; ("FTCA")). Consequently, provisions of the FTCA (Title 28 U.S.C. § 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by PHS officers while acting within the scope of their duties pursuant to this agreement.

I. It is agreed that all claims arising out of the activities under this agreement, including those alleging negligent acts or omissions by PHS officers, shall be processed by the VA/VHA facility. The PHS Commissioned Corps agrees to cooperate in providing information, documentation, and access to any witness under its control to assist the evaluation and resolution of said claim. Processing of the claim shall include final settlement. Accordingly, pursuant to 38 C.F.R. Part 46, VHA is responsible for reporting individuals to the National Practitioner Data Bank regarding any payment for the benefit of a licensed health care practitioner that was made as the result of a settlement or judgment of an FTCA claim of medical malpractice. The VHA facility will ensure compliance with all due process requirements set forth in applicable VA regulations.

J. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and that no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

K. Termination of this agreement by either party requires written notification sixty (60) workdays prior to the termination date. Local agreements or understandings in further implementation of this MOU are not subject to this sixty-day written termination requirement. It is understood that the Director, Office of Commissioned Corps Operations (OCCO) for the PHS Commissioned Corps and the VHA Under Secretary for Health will

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have the right to terminate the agreement without such required notice at any time, if determined necessary or in the interests of HHS/PHS Commissioned Corps or VA/Veterans Health Administration mission requirements.

Cristina V. Beato M.D.

**RADM Cristina V. Beato, M.D.
Acting Assistant Secretary for Health
Department of Health and Human Services**

MAY - 2 2005

Date

Jonathan Brian Perlin

**Jonathan Brian Perlin, M.D., Ph.D., MSHA, FACP
Acting Under Secretary for Health
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5-4-05

Date