

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL VETERANS AFFAIRS COUNCIL #53
Affiliated with the AFL - CIO
Mid-Term Bargaining Committee**

Oscar L. Williams, Jr. Chairperson 7th Dist. Rep., NVAC 29 S. Lake Street Danville, IL 61832-6101	Richard Zimnoch, Member 2nd Exec. V-President VA Regional Office 20 Washington Place Newark, NJ 07102	Jeanese Staley, Member Pres., AFGE Local 1915 7212 S. Lake Marion Cr. Columbia, SC 29223	Bill Wetmore, Member NVAC Nat. Rep. 2319 Alava Court Waldorf, MD 20603
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October 15, 2001

Ronald E. Cowles, Associate Deputy
Office of Labor-Management Relations (LMR)
Department of Veterans Affairs, Suite 215
810 Vermont Avenue, N.W.
Washington, D.C. 20420

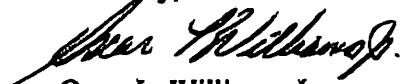
Subject: Demand to Bargain – VA Directive “Guidance on Processing Request for Reasonable Accommodation by Employees and Applicants with Disabilities.”

Dear Mr. Cowles:

In accordance with Article 44, Section 2 C, of the Master Agreement, the National VA Council is formally demanding to bargain over the cited subject above in the Department. Please provide the above named bargaining committee with any information and/or data concerning the cited subject above. The negotiations of this matter should normally begin no later than ten (10) workdays after the management chief negotiator in this matter receives our demand to bargain.

Please cease and desist any implementation until the bargaining obligation has been met. The named bargaining committee may request a briefing over the cited subject above, before sending any proposals. If you have any questions please contact me at (217) 554-4866.

Sincerely,



Oscar L. Williams, Jr.
Chairperson, Mid-Term Bargaining Committee
National VA Council #53

cc: Alma L. Lee, President, National VA Council #53
National VA Council #53 Executive Committee
Mid-Term Bargaining Committee

**AFGE: The Future Is Ours
Creating A Shared Vision For The 21st Century**

PROCESS AND GUIDELINES
FOR INTRA-VA MEMORANDA OF UNDERSTANDING
VA HEARTLAND NETWORK (VISN 15)

1. **PURPOSE:** To establish policy, procedures, and administrative guidelines for intra-VA memoranda of understanding (MOU) between partner facilities of the VA Heartland Network (VISN 15).
2. **POLICY:** The VA Heartland Network shall function as a seamless, integrated healthcare delivery system. To support care for veterans throughout the Network, clinical sites are encouraged to establish memoranda of understanding whenever practicable to provide clinical support, administrative support or other services to their network partners. MOUs will be established in accordance with VA Heartland procedures described in this policy.
3. **RESPONSIBILITY:** Medical Center Directors, Associate Directors, Chiefs of Staff and Network staff are responsible for developing and implementing MOUs to improve services to veterans within the Network.
4. **GUIDELINES:** The following shall apply to all MOUs between Heartland Network facilities:
 - a. Facilities are encouraged to negotiate MOUs using the format provided (Attachment A).
 - b. Services are to be provided to Network facilities at VA costs, including salaries, awards, travel costs and supplies, as appropriate. Additional charges (profits or market rate charges) shall not be assessed to Network facilities.
 - c. Elements of the MOU:
 - 1) Title identifying document as a memorandum of understanding between two VA Medical Centers, both identified by name and location. Type of professional (or other) service and amount or frequency of service to be provided by one VAMC to another VAMC.
 - 2) If the service is to be provided by a certain individual, name of the individual; if not an individual, then type of service should be specified with a general statement.
 - 3) If a professional service is involved, cite requirements, if any, for board certification, licensure or other appropriate qualification of the individual.
 - 4) Amount of time (per day and week) service is to be provided--be specific--this may be drafted in terms of hours per day/week or expected workload (for example, number of consultations, clinic visits, procedures to be performed, etc., in a given period of time).
 - 5) Location where services will be provided.

- d. Payment for services.
- e. Type of payment arrangement.
- f. Percentage of salary and total benefits of the individual, based on percentage of time worked for the receiving facility; or
- g. Specific dollar amount, based on fair estimate of cost of service; and
- h. Travel and/or per diem included, if agreed upon.
- i. Indicate the time-keeping responsibilities of the parties, as appropriate.
- j. Transfer of funds between VAMC fiscal officers (if another arrangement, describe).
- k. Responsibilities of the VA Medical Center receiving the service for granting clinical privileges, if applicable, and for providing oversight of the service and performance of the individual.
- l. Length of agreement with renewal clause and provision for termination of agreement.
- m. Signature block (with date) for Directors of the VA Medical Centers that are parties to the agreement.

5. DISPUTES: If VAMCs cannot agree on MOU development or implementation issues, disputes may be referred to the Network Chief Medical Officer for clinical issues or the Deputy Network Director for administrative issues.

6. FOLLOW-UP RESPONSIBILITY: Chief, Financial Officer

7. REFERENCE: None.

8. RESCISSION DATE: This policy (and all attachments) will be reviewed annually, and amendments processed and re-distributed as needed. This document will be re-accomplished on the third anniversary of publishing date, September 2004, incorporating all amendments and changes.

PATRICIA A. CROSETTI, MBA, MPA
Chief Executive Officer
Veterans Heartland Network

Attachment

DIST: VISN 15 Net; VAMC Directors; VAMC Chiefs of Staff; VISN 15 Union Presidents
Widest dissemination possible

Attachment A

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE (NAME OF VA MEDICAL CENTER, CITY AND STATE)
AND THE (NAME OF VA MEDICAL CENTER, CITY AND STATE)**

The Directors mutually agree that the professional services of (name of individual or type of service), board-certified (name of specialty or type of practice--may omit board certified if it is not needed or relevant), employed at the (name and location of the VA Medical Center where the physician is employed) will be available to the (name and location of the VA Medical Center to be receiving physician's services), (amount of time per week or month services will be provided.)

The VA Medical Center, (receiving facility name) shall assume responsibility for ()% of the total salary and benefits package, and the VA Medical Center, (providing facility) shall assume responsibility for ()% of the total salary and benefits package for (name of individual) for the duration of this agreement. As a full-time, permanent employee at the VA Medical Center, (providing facility), (name of individual) will continue to be paid from his/her duty station, VA Medical Center, (providing facility). The Fiscal Officers of the two parties will develop and implement a plan for the regular transfer of money from the VA Medical Center, (providing facility), to the VA Medical Center, (receiving facility), for the purpose of reimbursement for (name of individual)'s services to VA Medical Center, (receiving facility). *(This next sentence will be used only when pertinent)* These services will be/have been available made available from (date) to (date) and reimbursement will cover these dates.

For purposes of the provision of services by (name of individual) at the VA Medical Center (receiving facility), as outlined in this agreement, travel will be paid as negotiated.

Time-keeping for (name of individual), pursuant to this memorandum of understanding, shall be the responsibility of both the VA Medical Center, (providing facility) and the VA Medical Center, (receiving facility), with supervisory individuals identified in VA Medical Center (providing facility) for coordination/verification of time.

(The next two sentences will be used only when pertinent) If services provided are for professional medical services, it shall be the responsibility of the VA Medical Center, (providing facility) to provide and maintain current credential information.

Based upon the credential information provided, it shall be the responsibility of the VA Medical Center, (receiving facility), to grant clinical privileges to (name of practitioner) for purposes of his/her practice there. In addition, the VA Medical Center, (receiving facility) shall be responsible for the oversight and evaluation of (name of practitioner)'s clinical practice and performance at the VA Medical Center, (receiving facility).

VA Heartland Network
Kansas City, MO

Memorandum 15E-01-02
September __, 2001

This agreement shall continue for a period of one (1) year at which time it may be renewed by mutual consent of the parties. This agreement may be terminated with 30 days written notice by either party.

(NAME OF DIRECTOR)

Director

VA Medical Center, (city and state)

Date:

(NAME OF DIRECTOR)

Director

VA Medical Center, (city and state)

Date: