MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF DEFENSE MILITARY HEALTH SYSTEM
AND
THE DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH ADMINISTRATION
FOR EDUCATION AND TRAINING INITIATIVES

1. References
   b. Public Law 97-174, "The Veterans Administration and Department of Defense (DoD) Health Resources Sharing and Emergency Operations Act"
   c. Title 38, United States Code (U.S.C) Section (Sec.) 8111, Sharing of VA/DoD Health Resources Sharing, January 2007
   d. Title 10, U.S.C., Sec. 1104, Sharing of Health-Care Resources with the Department of Veterans Affairs (VA), January 2008
   e. DoD Instruction 6010.23, DoD and VA Health Care Resource Program, September 12, 2005
   f. VHA Handbook 1660.4, VA-DoD Health Care Resources Sharing, March 31, 2004

2. Purpose and Goals

   The purpose of this Memorandum of Understanding (MOU) is to establish a partnership between the Military Health System (MHS) and the Veterans Health Administration (VHA) to:

   a. Facilitate the cross-cultural exchange of shared continuing education and in-service training programs and training information to leaders, health care providers, Department of Defense (DoD) Service members, and Veterans Affairs (VA) staff via DoD/VHA Distributed Learning Architecture;
   b. Promote awareness of the standards, guidelines, lessons learned, templates, and training content between their counterpart agencies to enhance collaboration, cost effective use of Federal health care resources, and maximize the shared use of resources; and
   c. Exchange data and metrics to identify trends related to education and in-service training as they emerge so community based changes can be made.

This standard MOU may be further supplemented by initiative, program, or course specific MOU addenda developed as future DoD and VHA program design, development, and deployment efforts occur. Specific goals for continuing education and in-service training include:
a. Cooperation between organizations to offer continuing education and in-service training courses across all Military Departments and VHA;
b. Collaborate and share continuing education and in-service training activities using multiple modalities;
c. Coordinate content deployment and data management using selected elements of DoD/VHA Distributed Learning Architecture, as appropriate;
d. Communicate with all stakeholders including other Federal partners’ existing training and content available for sharing;
e. Assess training gaps, reduce duplication, and enhance version control;
f. Create and/or enhance tracking systems to clarify trends and effectiveness in shared continuing education and in-service training;
g. Employ a tracking system to identify trends and measure effectiveness of existing continuing education and in-service training courses to establish or clarify outcome measures;
h. Provide guidelines and consultation for existing and future continuing education and in-service training programs;
i. Collaborate with other joint DoD/VHA continuing education and in-service training efforts, as appropriate; and
j. Collaborate on appropriate joint DoD/VHA projects for content development, editing, and production of new training materials that are of mutual interest to the participating agencies.

3. Background

In 2005, DoD/VA Health Executive Council (HEC) established the Continuing Education and Training Work Group to expand participation by the two Departments and their in-service continuing education and training units in the design, development, and sharing of training programs. Since its inception, the Work Group has been responsible for identifying and developing distributed learning architectures that support the shared training venture. The Work Group has designed, developed, and managed operational procedures to increase sharing of continuing education and training opportunities between agencies.

The Military Health System Learning Portal, MHS Learn, offers a training framework that is a centrally-managed Web-based source of online medical-related training presented in a variety of formats to MHS personnel and their beneficiaries. This government-owned, enterprise-level Web-based platform has integrated training into workplace or home settings with standardized training programs to include virtual courses, online training, and health-related training. MHS Learn has been a critical part of the DoD/VHA Distributed Learning Architecture and has continued to be an essential part of the success of the DoD/VHA shared training effort.

4. Scope

This MOU defines an overarching agreement to establish collaborative efforts in providing effective educational opportunities and training programs among Federal partners. This MOU can be
supplemented with appendices, for specific program topics and to specify roles and responsibilities in their development.

The Work Group aims to serve as a premier resource for the exchange of shared clinical and clinical-related continuing education and in-service training programs between DoD/VHA. It also expects to coordinate the exchange of best practices, standards, and trends regarding continuing education and in-service training programs. The result of these efforts on the part of the Work Group will enable stakeholders to coordinate and maximize the efficient use of resources in education and training program development.

5. **Roles and Responsibilities**

MHS Shall:

a. Designate a MHS point of contact (POC) to coordinate with partner organizations regarding training activities;
b. Coordinate the posting of shared training modules to the appropriate DoD Distributed Learning Architecture components;
c. As resources allow and utilizing the existing distributed learning architecture as a point of departure create and/or enhance tracking systems as needed to clarify trends and effectiveness in shared continuing education and in-service training.
d. Share DoD information regarding the effectiveness of training, feedback from participants, and noticeable trends;
e. Collaborate with VHA to develop and modify courses currently residing on elements of DoD Distributed Learning Architecture;
f. Exchange data regarding DoD/VHA training as agreed upon by both parties;
g. Share information among the parties to MOU on the effectiveness of DoD education programs and courses, including feedback from participants and lessons learned;
h. Coordinate MHS resources committed to each project;
i. Share information regarding the training metadata exchange with VHA and partner organizations;
j. Collaborate with VHA in project management committees where appropriate;
k. Provide status updates, reports, and summaries for the following entities: MHS, Employee Education System (EES), the Work Group, and VHA leadership as appropriate;
l. Review and comment on training modules deployed utilizing DoD components of Distributed Learning Architecture components;
m. Share continuing education and in-service training modules to be deployed on VHA components of Distributed Learning Architecture;
n. Coordinate with VHA to develop a comprehensive, integrated training curriculum;
o. Provide support in technical and operational areas of appropriate projects to support both EES and MHS participation; and
p. Provide cost and schedule estimates for training program deployment and hosting.
VA (through VHA/EES) shall:

a. Designate a VHA POC/liaison to coordinate all training-associated activities with partner organizations;
b. Coordinate the posting of shared training modules to the appropriate components of VHA Distributed Learning Architecture;
c. As resources allow and utilizing the existing distributed learning architecture as a point of departure create and/or enhance tracking systems as needed to clarify trends and effectiveness in shared continuing education and in-service training.
d. Share VHA information regarding the effectiveness of training, feedback from participants, and noticeable trends;
e. Collaborate with MHS to develop and modify courses currently residing on elements of VHA Distributed Learning Architecture;
f. Exchange data regarding DoD/VHA training as agreed upon by both parties;
g. Share information with MHS on the effectiveness of VHA education programs and courses, including feedback from participants and lessons learned;
h. Coordinate all VHA/EES resources committed to each project;
i. Share information regarding the exchange of training metadata with DoD and partner organizations;
j. Establish and participate in project management committees in collaboration with MHS where appropriate;
k. Provide reports and summaries of the products of the collaborative effort to the committees established: MHS, EES, the Work Group, and VHA leadership as appropriate;
l. Review and comment on training modules deployed utilizing VHA components of Distributed Learning Architecture;
m. Share continuing education and in-service training modules to be deployed on DoD components of Distributed Learning Architecture;
n. Coordinate with MHS to develop a comprehensive, integrated training curriculum;
o. Provide support in technical and operational areas of appropriate projects to support both MHS and EES participation; and
p. Share the template for the development of Web-based training.

6. Resource Allocation

a. There are no current funding requirements at this time. This initiative is based on sharing and reusing existing resources from VA and/or MHS. Each party shall bear its own costs associated with participation in this Agreement. This MOU shall not bind either party to expend any funds.
b. Should performance under this Agreement require funding for larger efforts, the parties shall agree to the terms and conditions in writing and prior to providing for these efforts.

c. Any agreements developed subsequent to the authorization of this overarching MOU, and which will be subsumed under it, must be approved by HEC Work Group, and all resources associated with subsumed agreements must be approved in advance of their being considered for approval by the Work Group.

7. Restrictions

a. Nothing in this agreement is intended to support or allow the reproduction of copyrighted material or those programs that are made available to VHA, its partners, and/or DoD through restricted licensing agreement with other parties unless such agreements have specifically been approved and include VHA, its partners, and/or DoD.

b. All existing or pending continuing education and in-service training initiatives are exempt from the control of this MOU until it is approved and becomes the governing document for shared continuing education and in-service training between MHS and VHA. Thereafter, all new initiatives or existing initiatives which are being renewed will fall under the terms and conditions of this MOU.

8. Effective Date, Amendment, Termination

This MOU is effective for 5 years following the date of final signature. This MOU may be modified upon the mutual written consent of the parties and reviewed annually to determine whether the terms and provisions are appropriate and current. Either party, upon 120 days of written notice to the other party, may terminate this MOU.

9. Disputes

It is the policy of VA and DoD to resolve all disputes under this agreement at the local level if practicable. Should a dispute continue, a formal written submission describing the details of the dispute should be routed from the originator through the appropriate chain of command to the DoD Commander and/or VA Official.

a. Final disposition of the dispute lies within the authority of the DoD Commander (or designee) and the Principal Deputy Under Secretary for Health, VHA or designee.

b. If no resolution can be reached, the parties may seek the services of a third party neutral, an Administrative Judge from the Civilian Board of Contract Appeals or Armed Services Board of Contract Appeals to assist in resolution of the dispute, with each side to bear an equal share of any costs.
10. **Priority of Care**

To preclude the possibility of denying or delaying the care and treatment of an eligible beneficiary, both parties agree that no service provided under this agreement will adversely affect the range of services, quality of care, or the established priorities for care provided to the primary beneficiaries of the party providing services under this Agreement.

Jonathan Woodson, M.D.  Date
Assistant Secretary of Defense (Health Affairs)

Robert A. Petzel, M.D.  Date
Under Secretary for Health
Department of Veterans Affairs