



**DENTAL EDUCATION AFFILIATION AGREEMENT
BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA) AS THE SPONSORING
INSTITUTION AND A SCHOOL OF DENTISTRY
AND ITS AFFILIATED INSTITUTIONS**

Use when dental trainees are enrolled in an academic program accredited by the Commission on Dental Accreditation (CDA) and the accreditation is in the name of VA

VA NETWORK

VA HEALTHCARE FACILITY (including city and state)

SCHOOL OF DENTISTRY (including city and state)

AFFILIATED INSTITUTION #1 (including city and state)

AFFILIATED INSTITUTION #2 (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, and the listed VA facilities, and a school of dentistry and its affiliated participating institutions for the academic purposes of enhanced patient care, education, and research. A school of dentistry and its affiliated participating institutions that are signatories to this document are collectively referred to as “affiliated institutions” or “the affiliate.” It is mutually agreed that clinical or practical experience for trainees in the specified VA sponsored educational program be provided at the affiliated institutions. Through this agreement, a collaboration is created with VA to enable enhanced patient care, education, and research. All parties to the agreement have a shared responsibility for the academic enterprise. It is Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future healthcare providers and the conduct of research are VA statutory missions. By virtue of the close relationships between VA and the nation’s academic institutions, VA plays a leadership role in shaping the education of future healthcare professionals to meet the complex scope of the nation’s healthcare delivery system. It is the intent of VA to maintain its long-standing practice of effective

affiliations with educational institutions for the purposes of continued excellence in VA patient care and conducting joint academic programs that address health manpower needs for VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also seek to avoid duplication of academic assets. The parties enter into this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is crucial to the relationship because it forms the philosophical and, in some cases, the legal basis for specific agreements that may be executed between components of the affiliate and VA.

In entering into any agreements, VA and the affiliate have a responsibility to comply with federal laws and VA policies concerning conflicts of interest. The existence of an affiliation agreement does not guarantee that VA and the affiliate will enter into additional agreements. However, some institutions may have other agreements including contracts, memoranda of understanding, or other written agreements.

RESPONSIBILITIES

1. The school of dentistry has the following responsibilities:

A. Operate and manage the school of dentistry and its associated residency programs and assume overall responsibility for the educational programs.

B. Encourage school of dentistry to accept positions as VA dental staff/consultants and assure that academic standards are met.

C. Enable school of dentistry faculty appointments, appointments to school of dentistry committees, and administrative positions for VA-based staff.

D. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the dental school dean and senior faculty members from appropriate divisions of the dental school and affiliated participating institutions.

2. The school of dentistry and its affiliated institutions have the following responsibilities:

A. Participate in the supervision of integrated academic programs at VA.

B. Select residents for academic programs operated jointly by VA and the school of dentistry and the affiliated participating institutions. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the school of dentistry, the affiliated participating institutions, and VA.

C. Develop educational program letters of agreement for each VA healthcare facility that provides a resident with educational experience that is one month or longer in duration. These agreements must identify faculty who will teach, supervise, and evaluate resident performance; oversee duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

D. Evaluate the trainee's performance and conduct in mutual consultation with the VA faculty and according to the guidelines outlined in the approved curriculum and accepted standards.

3. VA has the following responsibilities:

A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by the Commission on Dental Accreditation (CDA).

B. Participate with the school of dentistry and the affiliated participating institutions in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.

C. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

D. Assure that staff with appropriate credentials will supervise trainees.

E. Appoint qualified healthcare professionals to VA from the school of dentistry and the affiliated participating institutions as appropriate, as faculty in the VA sponsored educational program.

F. Establish minimal qualifications for trainees in VA sponsored educational programs.

G. Consult with faculty from the school of dentistry and the affiliated participating institutions on issues of trainee noncompliance with the policies and procedures and take appropriate action.

H. 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.

I. Develop educational program letters of agreement for each non-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.

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. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

L. Appoint VA and appropriate school of dentistry and the affiliated participating institutions faculty to the VA Partnership Council and its subcommittees. Non-VA healthcare facility or agency faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

M. 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 school of dentistry and its affiliated institutions. Through this affiliation agreement, a collaboration is created with VA to enhance patient care, education, and research.

The affiliated institutions 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 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate

against any person on the basis of race, color, national origin, 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.

Place a checkmark in the box that appropriately defines personal liability for participants in this VA sponsored educational program:

Trainees of the VA sponsored educational program, and the VA-employed faculty members who accompany them on their VA duty time, when at the non-VA healthcare facility or agency will have personal liability protection provided by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d) if all the following apply:

- (1) the trainees and faculty members are providing professional services covered by this agreement;
- (2) the non-VA facility is not providing them with compensation for these professional services; and
- (3) the non-VA facility has declined to provide them with coverage under its insurance.

Faculty members and trainees of the VA sponsored educational program, when at the non-VA healthcare facility or agency, and furnishing professional services covered by this agreement, will have personal liability protection provided by the non-VA healthcare facility or agency.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until _____ [*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.

SCHOOL OF DENTISTRY AND AFFILIATED INSTITUTIONS SIGNATURE PAGE

Requires signature of Designated Educational Signer for each affiliated institution listed on page one

Signature Designated Educational Signer for the Affiliated Participating Institution #1

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #1

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature Designated Educational Signer for the Affiliated Participating Institution #2

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution #2

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Dean or Equivalent Responsible Official for the School of Dentistry

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

Signature of Responsible VA Official for Educational Program

Signature of VA Designated Education Officer

Date of Signature

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 Director or Equivalent Responsible Official for the VA Healthcare Facility

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

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