



**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 MEDICAL CARE 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, the listed VA facilities, the school of dentistry and its affiliated participating institutions for the academic purposes of enhanced patient care, education, and research. Dental schools and their affiliated institutions that are signatories to this document are collectively referred to as “partner institutions.” VA retains full responsibility for the care of VA patients and administration of its operation. Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future health care 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 reshaping the education of future health care professionals to help meet the complex scope of the nation’s health care delivery system. It is the intent of VA to maintain its long-standing practice of effective affiliations with educational institutions for the purposes of contributing to continued excellence in VA patient care and conducting joint academic programs that address health manpower needs throughout 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 partnership because it forms the philosophical and, in some cases, the legal basis for numerous 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.

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 partnership is created to enable enhanced patient care, education, and research.

The partner 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, 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.

When providing professional services covered by this agreement, protection of faculty members (except those providing services under a contract with VA) and trainees of the affiliated institution from personal liability while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d).

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 health care 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 health care facility or agency, and furnishing professional services covered by this agreement, will have personal liability protection provided by the non-VA health care facility or agency.

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 (partner 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 health care 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. Maintain accreditation by the Commission on Dental Accreditation (CDA) for dental residents.

B. Operate and manage the VA facility and maintain accreditation with such organizations as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

C. Appoint qualified dentists and other health care professionals, as appropriate, to full-time and part-time staff of the facility. These staff will supervise trainees and provide veterans with patient care.

D. Encourage nominations from the school of dentistry and the affiliated participating institutions for appointments to VA as consultants.

E. Encourage faculty appointments at the sponsoring institution for VA staff.

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

G. Ensure that all trainees who will be assigned to VA receive appropriate VA appointments.

H. 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.

I. Participate in the supervision of integrated academic programs. VA staff members who are also faculty members of one of the partner institutions are responsible for student and resident supervision for educational purposes, but may delegate responsibility to non-faculty VA staff members under unusual circumstances. VA will communicate with the partner institutions when trainees will be or have been supervised by non-faculty VA staff.

J. Establish qualifications and credentials for dental residents on VA assignments.

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

L. Review and sign appropriate educational program letters of agreement for resident training prepared by the school of dentistry and the affiliated participating institutions.

M. Appoint members to the Affiliations Partnership Council.

N. Conduct periodic reviews of academic programs and policies as necessary under the auspices of VA's Chief Academic Affiliations Officer.

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.