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

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 the dental school

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, 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 "affiliated institutions" or "the affiliate." All parties to the agreement have a shared responsibility for the academic enterprise. The affiliating institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. 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 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. Maintain accreditation by the nationally recognized accreditation entity, the Commission on Dental Accreditation (CODA).

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

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

E. 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 their affiliated institutions have the following responsibilities**:

A. Maintain accreditation by the Commission on Dental Accreditation (CDOA) for dental students and residents.

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

C. 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.

D. 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.

3. **VA has the following responsibilities:**

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

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

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

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

E. 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.

F. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

G. 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.

H. Participate in the supervision of integrated academic programs. VA staff members who are also faculty members of one of the affiliated 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 affiliated institutions when trainees will be or have been supervised by non-faculty VA staff.

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

J. 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.

K. 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.

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

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

N. Appoint members to the Affiliations Partnership Council.

O. 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.

When providing professional services covered by this agreement, protection of properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the affiliated institution from personal liability while at a VA healthcare facility will be that which is provided under the Federal Employees' Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

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 or 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 of Designated Education 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 Education 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 #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 #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

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for the VA Healthcare Facility

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above