

**VA/DOD Healthcare Resources Sharing Agreement  
Memorandum of Understanding  
Between  
Department of Veterans Affairs  
and  
Department of Defense Reserve Unit**

VA Network:

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VA Facility (or Facilities):

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Department of Defense Reserve Unit:

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*(Unit Name, Military Branch, City, State, Zip )*

**A. Background**

1. This agreement is entered into by and between the Department of Defense Reserve Unit identified above, hereafter "Reserve Unit" and the VA Network and Medical Facility/Facilities identified above, hereafter the "VA Facility." The VA facility has authority to enter into this agreement under 38 U.S.C. Sections 7302 and 8111.
2. The specific nature of this affiliation agreement is to train military reservists in clinical functions while utilizing work areas at the VA Facility over a period of time:

a. Number of trainees:

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b. Brief overview of functions to be accomplished:

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c. Work areas to be utilized:

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d. Time frame of training:

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3. It is in the best interest of the Reserve Unit for trainees to use the clinical facilities of VA Facility to receive their clinical experience. This clinical experience is invaluable to the educational preparation of future healthcare workers in the U.S. military reserve forces. It is to the benefit of the VA Facility to receive and use the trainees' clinical experiences and performance.

**B. Understanding: The parties acknowledge and agree to the following:**

1. While training at the VA Facility, the Reserve Unit trainees will be under the supervision of facility officials for training purposes and will be subject to, and be required to abide by, all facility rules and applicable regulations.

2. It is understood and agreed that there will be no training expenses incurred by the Reserve Unit as a result of this agreement.

3. This training agreement will not result in, nor is it meant to displace employees or impair existing contracts for services.

4. The number and assignment of trainees will be mutually agreed upon by the Reserve Unit and the VA Facility prior to beginning of each training period. The VA Facility reserves the right to refuse acceptance of any trainee and/or bar any trainees when it is determined that further participation would not be in the best interest of the VA Facility.

5. The VA Facility will not use the Reserve Unit's name in any of their publicity or advertising media. However, the existence and scope of the program may be made known to trainees.

6. The terms of this agreement shall start as of date signed by both parties and shall continue and remain in effect for 2 years or until terminated by either party.

7. In addition to other provisions in this agreement, the VA Facility specifically agrees to:

a. Make available the clinical and related facilities needed for training

b. Arrange schedules that will not conflict with other education programs

c. Designate an official to coordinate the trainees' clinical learning experiences. This will involve planning with faculty or staff members for the assignment of trainees to specific clinical cases and experiences, including their attendance at selected conferences, clinics, courses, and programs conducted under the direction of the VA Facility.

d. Provide reasonable classroom, conference, office, storage, dressing and locker room space for participating trainees and their faculty or staff supervisors.

e. Grant Reserve Unit practitioners professional privileges comparable to those provided to similar VA Facility professional staff.

f. Grant Reserve Unit trainees administrative privileges typically enjoyed by the VA Facility's professional staff.

g. Provide emergency medical and dental treatment to trainees while at the VA Facility for training. The reasonable cost of such treatment will be paid for by the Department of Defense.

8. In addition to other provision of this agreement, the Reserve Unit specifically agrees to:

a. Provide faculty or staff members, if possible, who will assist in supervision of the trainees' clinical learning experiences.

b. Have the faculty or staff member coordinate with the designated VA official the assignment that will be assumed by the trainees and their attendance at selected conferences, clinics, courses and programs conducted under the direction of the VA Facility.

c. Provide and maintain accurate personnel records and reports developed during the course of the trainees' clinical experiences.

d. Comply with all VA Facility's rules and applicable instructions, including those applicable to licensure, credentialing, granting of clinical privileges, receive VA hospital orientation appropriate to their position during VA orientation class times, reporting of adverse events or malpractice payments, and other professional matters.

e. Be responsible for health examinations and such other medical examinations and protective measures necessary for its trainees.

f. Prohibit the trainees, faculty, or staff members from publishing any materials developed as a result of their clinical experiences that have not been approved for release, in writing, by the Reserve Unit and the VA Facility.

9. It is understood and agreed that the VA Facility may generate professional bills for services rendered by Reserve Unit trainees. Proceeds from these professional bills will become the exclusive property of the VA Facility, and the Reserve Unit shall have no right or claim to such proceeds.

10. While performing services pursuant to this agreement, the Reserve Unit trainees remain "employees" of the United States (within the meaning of the Federal Tort Claims Act) performing duties within the course and scope of their federal employment. Consequently, the provisions of the Federal Tort Claims Act (Title 28, U.S.C., Section 1346(b), 2671-2680), including its defense and immunities, will apply to allegations of negligence or wrongful acts or omissions by the Reserve Unit trainees while acting within the scope of their duties pursuant to this agreement.

11. It is agreed that all claims arising out of the activities under this agreement, including those alleging negligent acts or omissions by Reserve Unit trainees, shall be processed by the VA Facility. Processing of the claim shall include final settlement. The Reserve Unit agrees to cooperate in providing information, documentation, and access to any witness under its control in assistance of evaluating and resolving said claim.

12. It is expressly agreed that this written statement embodies the entire agreement of the parties regarding this affiliation, and no other agreements exist between the parties except as herein expressly set forth. Any changes or modifications to this agreement must be in writing and be signed by both parties.

13. Termination by either party will require that written notification be sent (10) workdays prior to termination date. It is understood that the U.S. Headquarters Command of the specific branch of the military reserves will have the right to terminate the affiliation agreement without such required notice at any time, if determined necessary to be in the interests of military reserve mission requirements.

\_\_\_\_\_ by \_\_\_\_\_  
Reserve Unit Name & Military Branch      Unit Commander      Date

\_\_\_\_\_ by \_\_\_\_\_  
VA Facility Name      Facility Director      Date

\_\_\_\_\_ by \_\_\_\_\_  
VA Network      VISN Director      Date