

**MEMORANDUM OF AGREEMENT
BETWEEN
MADIGAN ARMY MEDICAL CENTER
AND
THE UNIVERSITY OF WASHINGTON SCHOOL OF PUBLIC HEALTH AND COMMUNITY
MEDICINE**

GENERAL

1. The University of Washington School of Public Health and Community Medicine (the University) is accredited by the Council on Education in Public Health (CEPH) to offer a variety of academic degree programs in Public Health and related fields. The University has an established a degree program for award of the Master of Public Health (MPH), which typically requires two academic years.
2. Madigan Medical Center (MAMC), an agency of the United States Army, has an established Public Health Residency Program accredited by the Accreditation Council on Graduate Medical Education (ACGME). Public Health Residents (residents) must complete all requirements for award of an MPH to fulfill ACGME Public Health Residency Program requirements. This includes requisite education in Biostatistics, Environmental & Occupational Health, Epidemiology, Health Services Management & Administration, and Behavioral Health. The first year of residency training is dedicated to obtaining this academic training, and is termed the academic year. During the academic year, residents will be assigned to the US Army Medical Department Center & School with full-time duty at the University to complete required academic courses. The second year of residency training is designed to provide training in clinical preventive medicine and public health practice, and is termed the practicum year. During the practicum year, residents will be assigned to MAMC, but will also continue to be enrolled at the University to complete final MPH requirements on a part-time basis. Residents will not perform any clinical duties at the University or any affiliated hospitals or clinics.
3. It is to the benefit of the Army that first-year residents enrolled in the MAMC Public Health Residency Program be admitted to the University's MPH program to acquire knowledge and demonstrate academic proficiency in satisfaction of residency program requirements.
4. It is to the benefit of the University to allow first-year Public Health residents of MAMC to enroll in the MPH Degree Program to obtain their required degree, thereby contributing to the educational preparation of a future supply of physicians certified in Public Health.
5. All residents to be trained under this agreement are officers on active duty in the United States Armed Forces. Residents affected by this agreement perform their training under authority of lawful orders issued by the Department of Defense and receive their pay and allowances therefrom. Accordingly, while performing such training, Madigan residents are considered employees of the Armed Forces acting within the scope of their employment under Federal law.

The provisions of 28 United States Code, section 2679, will immunize the Madigan residents from individual tort liability when acting in the scope of their official duties.

6. Residents selected for training in the MAMC Public Health Residency Program will apply for admission to the University of Washington School of Public Health and Community Medicine. Residents that are accepted will enroll for classes beginning in Summer Quarter of the corresponding academic year.
7. The Army will provide payment to the University in the way of applicable tuition for active duty military personnel stationed in Washington (in-state tuition rate) via tuition payments distributed through the US Army Medical Department Center & School, Fort Sam Houston, TX, in compliance with previously established contracts. The parties understand that MAMC residents are prohibited from receiving pay, contributions, or gifts, other than the regular pay and allowances they receive from the United States Armed Forces.

RESPONSIBILITIES OF THE UNIVERSITY OF WASHINGTON SCHOOL OF PUBLIC HEALTH AND COMMUNITY MEDICINE

8. The University will afford MAMC residents the opportunity for full participation in the MPH Degree Program. The University will provide MAMC residents with access to appropriate facilities of the University, as appropriate for all students, for such periods of time and for such experiences as specified in this Memorandum of Agreement.
9. The University will provide instruction, supervision, and evaluation for MAMC residents in coordination with the MAMC Residency Program Director. The University will assign a departmental advisor to provide supervision of resident academic performance. The University will inform the MAMC Public Health Residency Director if: (1) Resident achievement, progress, adjustment, or health does not warrant continuation at the University, or (2) Resident behavior fails to conform to applicable University standards.
10. Resident performance will be evaluated through required course assignments and activities, quarterly grades, and final MPH thesis evaluation. The University advisor will complete a "Civilian Institution Academic Evaluation Report" (DA form 1059-1, Nov 77) at the end of the academic year and provide a copy to the resident. Residents will demonstrate final academic competence upon receipt of the MPH diploma prior to residency graduation.
11. The University will consider applications from up to five MAMC residents each academic year. The University is under no obligation to accept any residents for entry into the MPH program, but agrees to consider MAMC resident applications equally with all other applications.
12. The University will report any claims involving MAMC residents to the Office of the Judge Advocate General that supports the Commander of the MAMC. The Federal Tort Claims Act (28 U.S.C. & 2671 *et seq.*), provides that the United States is liable for negligent or wrongful acts or omissions of U.S. employees during the scope of their employment. The term "U.S. employees" includes MAMC residents when they are performing training covered by this agreement. Any

notification of any actual or potential claim or suit against the University which names a member or employee of MAMC as a party or potential defendant will be reported as provided above.

RESPONSIBILITIES OF MADIGAN ARMY MEDICAL CENTER

13. MAMC will provide general academic and military control of MAMC residents while they are at the University. The MAMC Public Health Residency Director will serve as the primary point of contact and provide overall supervision of MAMC residents throughout their residency training.
14. The MAMC Public Health Residency Director will serve as a required member of the resident's MPH Thesis Committee.
15. A maximum of five (5) residents in each academic year will seek enrollment at the University.
16. MAMC will provide health care and hospitalization at United States Government facilities for MAMC residents, other than emergency and first aid care that may be required at the University. The cost of emergency treatment at the university will be processed as a claim by the resident to the Military Health Care Plan.

RESIDENT RESPONSIBILITIES

17. MAMC residents will complete all academic, administrative and procedural requirements specified by the assigned Department, the School of Public Health and the Graduate School for award of the Master of Public Health degree. Residents will demonstrate overall academic competence through award of the MPH diploma prior to residency graduation.
18. MAMC residents will comply with applicable student rules, policies and standards of conduct while enrolled at the University.
19. MAMC residents will be assigned to the University for academic training only, and will not provide any clinical services at the University or affiliated clinical centers.
20. Residents will refer to the MAMC Public Health Residency Director as their primary military supervisor to ensure compliance with all applicable administrative policies, procedures and requirements specified in the MAMC Graduate Medical Education Institutional Guidelines and the MAMC Public Health Residency Guidelines.

EFFECTIVE PERIOD OF MODIFICATION AND TERMINATION OF AGREEMENT

21. This agreement will be effective when it has been signed by both parties and will remain in effect until it is terminated.
22. This agreement will be reviewed annually may be modified at anytime by the written agreement of the parties.

This agreement may be terminated at anytime upon 60-days written advance notice to the other party and with the written agreement of the parties concerning arrangements required to implement the termination of this agreement in a mutually satisfactory manner.

POINTS OF CONTACT

For the University

Mark W. Oberle, M.D., M.P.H.
Associate Dean for Public Health Practice
Office of the Dean
School of Public Health and Community
Medicine
Seattle, WA 98195-7230
(206) 616-9394

For MAMC

Andrew R. Wiesen, M.D., M.P.H.
Director, Public Health Residency
Department of Preventive Medicine
Madigan Army Medical Center
Tacoma, WA 98431-1100
(253) 968-4479

APPROVALS AND ACCEPTANCES

UNIVERSITY OF WASHINGTON
SCHOOL OF PUBLIC HEALTH AND
COMMUNITY MEDICINE

MADIGAN ARMY MEDICAL CENTER

By *John A. Coulter* Date *7/22/05*
John A. Coulter
Executive Director
Health Science Administration

By *Julie M. Martin* Date *11/20/05*
Julie M. Martin
Colonel, U.S. Army
Chief of Staff

By *Patricia W. Wahl* Date *7/25/05*
Patricia W. Wahl, Dean
School of Public Health and Community Medicine

Approved as to form:

[Signature] 7/18/05
Assistant Attorney General
State of Washington