



DEPARTMENT OF THE ARMY  
MADIGAN ARMY MEDICAL CENTER  
9040 JACKSON AVENUE  
TACOMA, WA 98431-1100

MCHJ-100-10  
Supersedes  
MCHJ-140-01

REPLY TO  
ATTENTION OF

MEMORANDUM OF AGREEMENT  
BETWEEN  
MADIGAN ARMY MEDICAL CENTER  
AND  
NAVAL HOSPITAL, BREMERTON

SUBJECT: Family Medicine Military Residents Rotation in Intensive Care

1. Purpose. To provide training in Intensive Care at Madigan Army Medical Center (MAMC) to supplement the existing Naval Hospital Bremerton (NHB) training programs.

2. References

- a. DoDI 4000.19, Interservice and Intergovernmental Support, 9 Aug 95.
- b. AR 25-50, Preparing and Managing Correspondence, 3 Jun 02.
- c. Civil Rights Act, Title VI of the Civil Rights Act, 1965.
- d. Title IX of the Education Amendment of 1972.
- e. Section 504 of the Rehabilitation Act, 1973.
- f. Title III of the Older Americans Amendment of 1975.
- g. DOD 6025.18-R, DOD Health Information Privacy Regulation, 24 January 2003

3. Problem. There exists a need for NHB Military Residents in the Family Medicine Residency Program to obtain clinical experience in Intensive Care.

4. Scope. The NHB, Family Medicine Department conducts a fully accredited training program in Intensive Care. MAMC assists as an affiliate. Under this agreement, NHB will assign military residents to MAMC for training in Intensive Care.

5. Responsibilities, Understandings and Resources

a. Health Insurance Portability and Accountability Act (HIPAA). All parties understand and will adhere to DoD 6025.18-R, DoD Health Information Privacy Regulation of January 2003, section C3.4.

b. Naval Hospital Bremerton, Family Medicine Program Director will:

- (1) Appoint the members of the teaching staff at the integrated institution.

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(2) Appoint all residents in the program.

(3) Prior to 1 June of the applicable year, determine all rotations and assignment of both residents and members of the teaching staff and supply in writing the number of military residents who will participate in the training program for that academic year.

(4) Support this training program as indicated and appropriate.

(5) Ensure all military residents are under official orders assigning them to duty at MAMC for a specified timeframe. Each resident so assigned will first report to the appropriate authority for instructions.

c. The duties and responsibilities of each NHB Family Medicine Resident participating in this affiliation will be:

(1) The work-up, evaluation and management of patients assigned to him/her by the teaching director of the MAMC staff.

(2) The quality and completeness of clinical records on patients under his/her care.

(3) The regular attendance and participation at all scheduled clinics and any other appropriate teaching conferences at MAMC, specifically to include a weekly mortality and morbidity conference.

(4) The assistance at or performance of all procedures as assigned by and under the supervision of qualified members of MAMC staff.

(5) The consistent performance of duties at maximum capacity.

d. Madigan Army Medical Center staff agrees:

(1) That military residents affected by this agreement perform their training under authority of lawful orders issued by the Department of the Navy and receive their pay and allowances therefrom. Accordingly, while performing such training, military residents are considered employees of the Navy acting within the scope of their employment under Federal law. The provisions of 28 United States Code, section 2679, will immunize the military resident from individual tort liability. Furthermore, it is understood by MAMC that the United States will protect the liability of the military resident only, and that the United States may, in its representation of the military resident, assert any defense available under Federal law. Any notification of an actual or potential claim or suit against MAMC which names a military

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resident as a party or potential defendant will be reported to the United States Naval Legal Service Office Southwest, Building 265, NAVSTA 3085, Dolphin Alley, San Diego, CA 92136-5187. MAMC agrees to cooperate fully with the United States in the investigation of such complaints, to include making available any medical records, medical material including x-rays, slides, tissue, and witness statements, and the names of all other defendants. Further, MAMC will notify the United States of the extent and nature of any applicable malpractice insurance and whether such insurance includes the military resident. The United States Navy will cooperate in the investigation and defense of such complaints and where concurrence of the Attorney General is obtained will, upon request of the military resident, assist in the removal of the action to the appropriate Federal District Court with a view toward substituting the United States as a defendant in lieu of the military resident.

(2) That the military residents, while undergoing training at MAMC, will be under the immediate professional supervision and control of the Chief, Intensive Care at MAMC or his authorized designee. All professional services rendered to patients of MAMC by military residents will be properly monitored and supervised by MAMC staff personnel.

(3) That all residents will be placed under the professional supervision of the Chief, Intensive Care at MAMC. This official will be responsible for:

(a) The quality of training offered the residents at all times.

(b) Ensuring that regular organized clinical teaching, such as ward rounds and clinical conferences (morbidity and mortality conferences), are provided to the Family Medicine Residents.

(c) The furnishing of a final written report evaluating the performance of each resident at the termination of his/her assignment. All such reports shall be directed to the attention of the NHB Family Medicine Program Director.

e. It is understood and agreed that the education to be furnished military residents in connection with this agreement is gratuitous and voluntary. The military resident is prohibited from receiving any payment or contribution other than his pay and allowances as a Commissioned Officer of the United States Navy. No other reimbursement is required between the two parties.

f. Both the Government and MAMC must agree in writing prior to arrival on the number of military residents who will participate in the training program and on the dates their training is to begin and end.

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6. Effective Date, Termination, Modification, Review and Concurrence

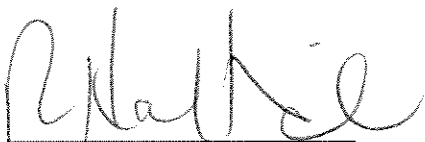
a. This MOA is effective on the date of final signatures by all parties, hereto, and will remain in effect for a period of five years.

b. It is agreed that modifications, changes, or amendments to this MOA must be in writing, and are contingent upon Bureau of Medicine and Surgery (BUMED) M3/5 approval via Navy Medicine West. Subsequent to BUMED approval, the modification, change, or amendment must be signed by all parties.

c. In the case of mobilization or other emergency, the agreement may be terminated immediately upon written notice by either party, and it will remain in force during mobilization or other emergency only within either parties' capabilities.

d. The parties agree to review the MOA annually. This agreement is subject to review at any time upon written request by either party. Under normal circumstances, prior notice of 90 days will be provided if the agreement is to be unilaterally modified, suspended, or terminated. If both parties mutually agree, this agreement may be terminated at any time, with no advance notice.

e. It is 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 expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.



R. NEAL DAVID  
COL, MS  
Deputy Commander for Administration  
Madigan Army Medical Center



M. E. BROUKER  
CAPT, MSC, USN  
Commanding Officer  
Naval Hospital, Bremerton

1 MAR 10

(date)

15 MAR 10

(date)