

MEMORANDUM OF AGREEMENT  
BETWEEN  
MADIGAN ARMY MEDICAL CENTER  
AND  
THE UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES  
GENERAL

1. The Uniformed Services University of the Health Sciences (the University) is a fully-accredited educational institution offering professional and academic degrees in medicine, nursing, health administration, biomedical sciences, and related fields. The University is an agency of the Department of Defense. The University has established an accredited academic program leading to the award of the degree of Master of Public Health (MPH).
2. Madigan Army 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 Walter Reed Army Medical Center with full-time duty at the Uniformed Services University of the Health Sciences to complete required academic courses. 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 its MPH Degree Program to obtain their required degree, thereby contributing to the educational preparation of a future supply of military physicians certified in Preventive Medicine.
5. Qualified first-year residents in the MAMC Public Health Residency Program, therefore, will be admitted to the University's MPH Degree Program in numbers and according to schedules agreeable both to the University and MAMC.
6. 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.

7. There shall be no monetary obligation on the part of the MAMC or the University one to the other. The parties intend that the University shall provide training to be given on a non-reimbursable basis to MAMC Public Health residents at the University. The parties understand, in this regard, that MAMC residents are prohibited from receiving pay, contributions, or gifts, including such forms of compensation as meals, quarters, or personal laundry, other than the pay and allowances that they receive from the United States Armed Forces.

#### RESPONSIBILITIES OF THE UNIVERSITY

8. The University will afford to MAMC residents the opportunity for participation in the MPH Degree Program. The University will provide MAMC residents with access to appropriate facilities of the University, as appropriate, for such periods of time and for such experiences as provided for in this Memorandum of Agreement, provided, however, that the presence of MAMC residents will not interfere with the official duties or training of the University's departments, regulations or policy.

9. The University will designate lines of authority and communication for relations between MAMC and the University. The USUHS Preventive Medicine Residency Director will serve as the primary representative for USUHS, and the MAMC Public Health Residency Director will serve as the primary representative for MAMC.

10. The University will provide instruction, supervision, control, and evaluation for MAMC residents in coordination with MAMC Residency Program faculty members. 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 the applicable regulations of the University.

11. The University will provide emergency health care and first aid to MAMC residents provided, however, that the determination of the University of the duration and extent of such emergency or first aid care shall be conclusive.

12. The University, whenever possible, will provide reasonable classroom, conference room, office, storage, dressing, and locker space for MAMC residents.

13. The University will allow MAMC residents and appropriately designated MAMC faculty to use the University facilities on the same terms and prices, if any, of the staff of the University.

14. The University will report any claims involving MAMC residents to the Office of the Judge Advocate General that supports the Commander of 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 THE MADIGAN ARMY MEDICAL CENTER

15. MAMC will ensure that residents are in good health at the time of their designation for training at the University.
16. MAMC will require Residents to undergo medical examinations and take such protective measures as the University may require.
17. MAMC will provide general academic and military control of MAMC residents while they are at the University.
18. MAMC will provide and be responsible for the care and control of educational supplies and educational equipment necessary for instruction which is not customarily available at the University.
19. MAMC will require MAMC residents to conform to requirements and restrictions specified jointly by MAMC and the University.
20. Health care and hospitalization other than emergency and first aid care for MAMC residents will be provided through the Military Health Care System.
21. MAMC will assign such number of students to the MPH Program as shall be agreed upon in an exchange of letters between the University and MAMC.

#### RESIDENT RESPONSIBILITIES

22. MAMC residents will complete all academic, administrative and procedural requirements specified by the University for the Master of Public Health degree. Residents will demonstrate overall academic competence through award of the MPH diploma as a requirement for completion of the academic year.
23. MAMC residents will comply with applicable student rules, policies and standards of conduct while enrolled at the University.
24. 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.
25. 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 MODIFICATION AND TERMINATION OF AGREEMENT

26. This agreement will be effective when it has been signed by both parties and will remain in effect until it is terminated.
27. This agreement may be modified at anytime by the written agreement of the parties.
28. 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

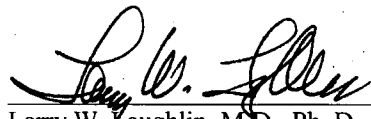
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## APPROVALS AND ACCEPTANCES

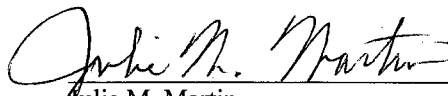
THE UNIFORMED SERVICES UNIVERSITY  
OF THE HEALTH SCIENCES

THE MADIGAN ARMY MEDICAL CENTER



Larry W. Laughlin, M.D., Ph. D.  
Dean  
F. Edward Hebert School of Medicine

5 AUG 05  
DATE



Julie M. Martin  
Colonel, U.S. Army  
Chief of Staff

11 July 2005  
DATE