

Introduced by _____ Council Bill No. R 92-06

A RESOLUTION

authorizing an agreement with The Curators of the University of Missouri on behalf of the School of Medicine, Office of Medical Education to provide students educational experience in STD clinical services.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with The Curators of the University of Missouri on behalf of the School of Medicine, Office of Medical Education to provide students educational experience in STD clinical services. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2006.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its School of Medicine, Office of Medical Education (hereinafter referred to as "University"), and CITY OF COLUMBIA, MISSOURI (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the University has programs for the education and training of medical students, residents and fellows ("Trainees") and is desirous of obtaining additional educational experience for Trainees in diagnostic and therapeutic programs; and

WHEREAS, City operates a facility at which individuals receive diagnostic and therapeutic medical treatment provided by or under the direction of physicians who are faculty members of the University; and

WHEREAS, City is willing to accept Trainees on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties do hereby agree as follows:

1. TRAINEE ASSIGNMENT. City agrees to provide Trainees the opportunity to obtain educational experience in diagnostic and therapeutic programs and University agrees to assign these Trainees to City under the supervision of University faculty to obtain learning and clinical experiences on the terms and conditions hereinafter described, and provide City with scheduling specifics for time and place as agreed upon by City.
2. DUTIES OF UNIVERSITY
 - 2.1 Training Assignment. Prior to assigning Trainees to City, University shall:
 - a. Orient Trainees to those policies and procedures provided by City to University, and to such other policies, procedures, rules and regulations University deems appropriate.
 - b. Provide City with such current information concerning Trainees' as shall be mutually agreed upon by both parties.
 - c. Obtain City's approval of Trainees' periods of affiliation.
 - d. The Trainees shall be employees of the University of Missouri Hospital and Clinics, which will incur all costs of the resident's salary and benefits, travel and lodging as applicable.

e. University will provide faculty physicians who will teach, supervise and evaluate Trainees while on City rotations.

2.2 University Coordinator. Associate Dean for Medical Education will oversee this Affiliation Agreement for the University and may delegate specifics to department programs. University will oversee:

- a. Selection, in cooperation with designated City personnel, the appropriate clinical experiences for the Trainees.
- b. Identification by written agreement, with City approval, City's educational and administrative duties, departmental guidelines and educational objectives.
- c. Communication with City personnel prior to and following Trainee affiliations and at such time as either party shall deem appropriate, to evaluate performance and clinical experiences.

2.3 Termination of Affiliation. Upon request of City, University shall immediately terminate a Trainee affiliation at City, if, in the sole discretion of City, such Trainee's affiliation is detrimental to patient care; provided, however, that City shall provide University with written notice thereof within a reasonable time following the request for removal.

2.4 University provides liability and malpractice insurance that cover Trainees for their educational experience at City.

3. CITY DUTIES. During the affiliation, City shall:

3.1 Maintain primary responsibility at all times for patient care and total health services.

3.2 Cooperate with University in the selection of the appropriate clinical experiences for Trainees.

3.3 Provide physical space for the personal apparel and effects of the Trainees assigned to City.

3.4 Inform University, through the Coordinator described in Section 2.2 of any new procedures or policies, or any changes in procedures or policies, which may affect the affiliation described herein.

3.5 The City will incur no supervisory or teaching physician cost.

4. TERM AND TERMINATION

4.1 This agreement shall commence as of the first day of July 2005 for an initial term of one (1) year, and shall be automatically renewed upon like terms for one (1) year periods thereafter unless either party gives written notice of intent to terminate sixty (60) days prior to the annual renewal date. Notwithstanding the preceding, either party may terminate this agreement at any time, without liability or cause, by giving the other party ninety (90) days prior written notice of its intent to terminate. In the event of termination, Trainees then assigned to City shall be given an opportunity to complete their affiliations if reasonably practical.

4.2 This Agreement is intended to document the duties and payments required by the City in order to comply with federal regulations specific to the reimbursement of graduate medical education training costs of the Medicare Program.

5. NOTICES. All notices given pursuant to this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid to:

Assistant Dean for Graduate Medical Education: City Representative:

Stephanie Browning
Columbia/Boone County Health Department
P.O. Box 6015
Columbia, MO 65205-6015

All notices shall be deemed delivered upon such personal delivery or forty-eight (48) hours after deposit in any United States Post Office.

6. MISCELLANEOUS

6.1 No individual will be discriminated against on the basis of race, sex, creed or national origin, in any respect, except that the provisions of this paragraph shall not be deemed to create any rights of third parties not signatory to this agreement.

6.2 Trainees and faculty members shall remain Trainees and faculty members at all times during this affiliation and shall in no way be considered servants, agents or employees of the City, except as specifically addressed herein.

6.3 This agreement shall not prevent City from accepting Trainees and faculty members for affiliation from other educational institutions.

6.4 This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.

6.5 Neither this agreement nor any rights hereunder may be assigned without the prior written consent of the non-assignment party.

6.6 The individuals executing this agreement on behalf of the parties represent and warrant that they have been authorized to do so.

6.7 This agreement sets forth the entire understanding of the parties relating to the subject matter of this agreement. Any prior agreements, promises, negotiations, or representations between parties, either oral or written, relating to the subject matter of this agreement and not expressly set forth herein are of no force or effect. Any modification or amendments thereto must be agreed upon by both parties in writing and shall become effective on the date stated therein.

ENDORSED BY:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

THE CURATORS OF THE UNIVERSITY
OF MISSOURI

CITY OF COLUMBIA, MISSOURI

Signature *Date*

BY: _____
H. William Watkins, City Manager

Title

ATTEST:

ASSISTANT DEAN FOR
GRADUATE MEDICAL EDUCATION
UNIVERSITY OF MISSOURI

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Signature *Date*

Fred Boeckmann, City Counselor

SPECIFICS OF ROTATION

Trainee Name(s): D. Matthew Shoemaker, DO – Post-Doctoral Fellow, Infectious Diseases;
Hamid Parakhoodi, MD – Post Doctoral Fellow, Infectious Diseases;
Jikerkhoun Simou, MD – Post-Doctoral Fellow, Infectious Diseases

Rotation Begin Date: July 1, 2005 **End Date:** June 30, 2006

Location of Rotation: Boone County Health Department, STD Clinic

II. Rotation Specifics:

The trainee attends and is supervised by a faculty member in the STD clinic at the City-County Health Department. The STD clinic meets in the evening once weekly. This is hands-on experience in diagnosis, prevention, and therapy of sexually transmitted diseases.

- a. **Rotation Goals** – (1) To provide a comprehensive experience with the clinical features, diagnosis, natural history, prevention and treatment of a broad range of infectious diseases. (2) Acquisition of a knowledge-base and cognitive skills to be an effective consultant and practitioner of the discipline of Infectious Diseases. (3) To acquire/maintain a professional demeanor, ethical standards and humanistic qualities required to be an effective, respected physician. (4) To provide education to others and develop life-long learning skills. (5) Maintain skills in general internal medicine. (6) To produce a graduate who is competent, compassionate, and certifiable by the ABIM in Infectious Diseases.
- b. **Rotation Curriculum** – (1) Hands-on experience with follow-up and/or evaluation of patients in the outpatient setting. (2) Hands-on experience with the diagnosis, therapy, counseling and epidemiologic aspects of patients with STDs.
- c. **Method of Rotation Evaluation** – (1) One-on-one interactions with attending physician. (2) General and problem-oriented reading

III. Name of Training Site Administrative Supervisor for Trainee and this supervisor's responsibilities:

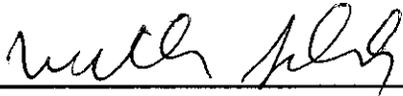
William Salzer, MD, Interim Director, Division of Infectious Diseases;
William Roland, MD; Gordon Christensen, MD; Stevan Whitt, MD; Peter Jiang, MD.
Residents are evaluated monthly by a faculty member who has had direct supervision of the trainee. The ABIM form is utilized for evaluation.
Resident performance is also informally evaluated by the faculty members at the monthly Infectious Disease Faculty meeting. After rendering the formal evaluation on the ABIM form, trainees are given the form to read and sign. Should problems arise, the resident, faculty member rendering the evaluation, and the program director meet for discussion. Additionally, the trainees individually meet with the program director every 6 months for a review of his/her performance with a written report filed in the trainee's evaluation folder. At the end of the two year training, a summary of the trainee's performance is placed in his/her folder for a permanent record for further reference for hospital privileges, etc.

V Name and credentials of Training Site Educational Supervisor for trainee and this supervisor's responsibilities (please attach curriculum vitae(s):

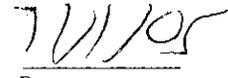
William Salzer, M.D., Interim Director, Division of Infectious Diseases
William Roland, M.D.
Gordon D. Christensen, M.D.
Stevan Whitt, M.D.
Peter Jiang, M.D.

To facilitate the trainee's considerable knowledge-base through clinical experience, instruction, and reading of the following: (1) Mechanisms of action and adverse reactions of antimicrobial agents: The conduct of pharmacologic studies to determine absorption and excretion of antimicrobial agents, methods of determining antimicrobial activity of drugs, techniques to determine concentration of antimicrobial agents in blood and other body fluids, the appropriate hospital, outpatient, and in the home. (2) The utility of procedures for specimen collection relevant to infectious diseases. (3) The sensitivity, specificity, efficacy, benefits and risks of emerging technologies such as those for rapid microbiological diagnosis; e.g., PCR and gene probes, and the use and limitation of imaging techniques in the diagnosis and follow-up of infectious processes. (4) Principles and practice of infection control. (5) Principles of chemoprophylaxis and immunoprophylaxis

VI Other:



Signature



Date

William Salzer, MD, Interim Director, Division of Infectious Diseases

(573) 882-3107

Division of Infectious Diseases

STD Clinic Schedule

2005-2006

Clinic starts at 5:00 P.M. Doors close at 7:00 P.M.

<u>Month</u>	<u>Fellow</u>	<u>Attending</u>
July 2005	Not scheduled	
August 2005		NONE
September 2005	Parakhoodi	Salzer
October 2005	Simou	Roland
November 2005	Shoemaker	Salzer
December 2005		NONE
January 2006	Simou	Roland
February 2006	Simou	Christensen
March 2006	Shoemaker	Whitt
April 2006	Shoemaker	Salzer
May 2006	Parakhoodi	Jiang
June 2006		NONE

If you have any questions or if you cannot be at clinic,
call Mary Martin at 874-7356.

If you are not going to be there, please give Mary 24-hours
notice if possible.

AFFILIATION AGREEMENT

THIS AGREEMENT, made and entered into by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation of the State of Missouri, contracting on behalf of its School of Medicine, Office of Medical Education, (hereinafter referred to as "UNIVERSITY") and the CITY OF COLUMBIA, MISSOURI, (hereinafter referred to as "Training Site").

WITNESSETH:

WHEREAS, the University has programs for the education and training of medical students, residents and fellows (TRAINEES) and is desirous of obtaining additional educational experience for Trainees in diagnostic and therapeutic programs; and

WHEREAS, hospital, clinic, office, or other medical based training site (i.e. nursing homes) "Training Site" operates an acute care hospital or clinic in Columbia, Missouri and is willing to accept these Trainees on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties do hereby agree as follows:

1. TRAINEE ASSIGNMENT. Training Site agrees to provide Trainees the opportunity to obtain educational experience in diagnostic and therapeutic programs and University agrees to assign these Trainees to Training Site to obtain learning and clinical experiences on the terms and conditions hereinafter described, and provide Training Site with scheduling specifics for time and place as agreed upon by Training Site.
2. DUTIES OF UNIVERSITY
 - 2.1 Trainee Assignment. Prior to assigning Trainees to Training Site, University shall:
 1. Orient Trainees to those policies and procedures provided by Training Site to University, and to such other policies, procedures, rules and regulations University deems appropriate.
 2. Provide Training Site with such current information concerning Trainees' as shall be mutually agreed upon by both parties.
 3. Obtain Training Site's approval of Trainees' periods of affiliation.
 - 2.2 University Coordinator. Associate Dean for Medical Education will oversee this affiliation agreement for the University and may delegate specifics to department programs. University will oversee:

MU CONTRACT NO.

K9800767

1. **Selection, in cooperation with designated Training Site personnel, the appropriate clinical experiences for the Trainees.**
 2. **Identification by written agreement, with Training Site approval, Training Site's educational and administrative duties, departmental guidelines and educational objectives, and staff who will teach, supervise and evaluate Trainees while on Training Site rotation.**
 3. **Communication with Training Site personnel prior to and following Trainee affiliations and at such time as either party shall deem appropriate, to evaluate Trainee performance and clinical experiences.**
- 2.3 **Termination of Affiliation. Upon request of Training Site, University shall immediately terminate a Trainee affiliation at Training Site, if, in the sole discretion of Training Site, such Trainee's affiliation is detrimental to patient care; provided, however, that Training Site shall provide University with written notice thereof within a reasonable time following the request for removal.**
- 2.4 **University provides liability and/or malpractice insurance that covers Trainees for their educational experience at Training Site.**
- 2.5 **University will cover any University salary and all University fringe benefits paid to student during rotation at Training Site unless other arrangements have been agreed upon by Training Site and University.**
- 2.6 **Training Site may be asked to cover Trainees non-salary expenses of rotation by separate agreement. Such agreements, if any, are attached.**
3. **TRAINING SITE DUTIES. During the affiliation, Training Site shall:**
- 3.1 **Maintain primary responsibility at all times for patient care and total health services.**
 - 3.2 **Cooperate with University in the selection of the appropriate clinical experiences for Trainees.**
 - 3.3 **Provide physical space for the personal apparel and effects of the Trainees assigned to Training Site.**
 - 3.4 **Inform University, through the Coordinator described in Section 2.2 of any new procedures and/or policies, or any changes in procedures and/or policies which may affect the affiliation described herein.**
4. **TERM AND TERMINATION. This agreement shall commence as of the first day of November, 1998 for an initial term of one (1) year, and shall be automatically renewed upon like terms for one (1) year periods thereafter unless either party gives written notice**

of intent to terminate sixty (60) days prior to the annual renewal date. Notwithstanding the preceding, either party may terminate this agreement at any time, without liability or cause, by giving the other party ninety (90) days prior written notice of its intent to terminate. In the event of termination, Trainees then assigned to Training Site shall be given an opportunity to complete their affiliations if reasonably practical.

- 5. **NOTICES.** All notices given pursuant to this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid to:

Associate Dean for Medical Education:

Training Site Representative:


Signature


Signature

Wm. Altmeppen, MD Print
Name Here

Raymond A. Beck, City Manager Print
Name Here

All notices shall be deemed delivered upon such personal delivery or forty-eight (48) hours after deposit in any United States Post Office.

6. **MISCELLANEOUS.**

- 6.1 No individual will be discriminated against on the basis of race, sex, creed, or national origin, in any respect, except that the provisions of this paragraph shall not be deemed to create any rights of third parties not signatory to this agreement.
- 6.2 Trainees and faculty members shall remain Trainees and faculty members at all times during this affiliation and shall in no way be considered servants, agents or employees of Training Site.
- 6.3 This agreement shall not prevent Training Site from accepting Trainees and faculty members for affiliation from other education institutions.
- 6.4 This agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
- 6.5 Neither this agreement nor any rights hereunder may be assigned without the prior written consent of the non-assigning party.
- 6.6 The individuals executing this agreement on behalf of the parties represent and warrant that they have been authorized to do so.
- 6.7 This agreement sets forth the entire understanding of the parties relating to the subject matter of this agreement. Any prior agreements, promises, negotiations, or representations between the parties, either oral or written, relating to the subject

matter of this agreement and not expressly set forth herein are of no force or effect. Any modification or amendments thereto must be agreed upon by both parties in writing and shall become effective on the date stated therein.

ENDORSED BY:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

THE CURATORS OF THE UNIVERSITY OF MISSOURI

APPROVED
16/1/98

[Handwritten Signature]
Signature

Director, Business Services
Title

BUSINESS SERVICES

ASSOCIATE DEAN MU, *[Handwritten Signature]* 12/22/98
GRADUATE MEDICAL EDUCATION
UNIVERSITY OF MISSOURI

[Handwritten Signature]
Signature and Date 12/11/98

"TRAINING SITE"

Name of Training Site and Mailing Address:

Mr. Michael Sanford

Columbia City Health Department

600 East Broadway

Columbia, MO 65201

[Handwritten Signature]

Training Site Representative Signature

Raymond A. Beck, City Manager

Title

Attachment A: Specifics of Rotation

Attachment B: Rotation Schedule

Agenda Item No. _____

Source

Health
S. Browning

S. Browning

TO: City Council
FROM: City Manager and Staff 
DATE: March 16, 2006
RE: Department of Health/Health Department

Fiscal Impact

YES

NO X

Other Info.

SUMMARY

A resolution authorizing the City Manager to sign the affiliation agreement between the City of Columbia and the University of Missouri to allow Infectious Disease Fellows to practice in the Health Department sexually transmitted disease clinics.

NARRATIVE

The Health Department provides weekly sexually transmitted disease clinics staffed by Advance Practice Nurses. This clinic has been a training site for Advance Practice Nursing Students, Family Medicine Residents and Infectious Disease Fellows for a number of years. Infectious Disease Fellows work under the supervision of an attending physician providing medical care to patients and gaining increased expertise in the diagnosis and treatment of sexually transmitted diseases. This program is a benefit to the City of Columbia through this affiliation of Health Department staff and the University School of Medicine. Infectious Disease Fellows have their liability covered by the University of Missouri and are not paid for their services to the City of Columbia. An annual renewal will follow this agreement.

FISCAL NOTE

There is no cost to the City.

SUGGESTED COUNCIL ACTION

Should the Council agree with the staff recommendation to support this Public Health program, an affirmative vote would be in order.