

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-10

Urgent Routine X *ll*

AGENDA DATE October 2, 2001

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT: APPROVAL OF INSTITUTIONAL AGREEMENT BETWEEN EMANUEL MEDICAL CENTER AND STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR GENERAL SURGERY PRECEPTORSHIPS FOR FAMILY PRACTICE RESIDENTS.

STAFF
RECOMMEN-
DATIONS:

1. APPROVE THE INSTITUTIONAL AGREEMENT WITH EMANUEL MEDICAL CENTER TO PARTICIPATE IN SURGICAL TRAINING FOR THE RESIDENCY PROGRAM.
2. AUTHORIZE THE HEALTH SERVICES AGENCY MANAGING DIRECTOR OR HER DESIGNEE TO SIGN AND EXECUTE THIS AGREEMENT.

FISCAL
IMPACT:

There are no costs associated with this agreement. Consequently, there is no fiscal impact to the County.

BOARD ACTION AS FOLLOWS:

No. 2001-751

On motion of Supervisor Simon, Seconded by Supervisor Blom
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

Christine Ferraro
By: Deputy

File No.

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DISCUSSION: One training component of the Family Practice Residency Program is a surgery rotation which includes both an inpatient and outpatient component. The outpatient/ambulatory component is provided through the Health Services Agency's Specialty Clinic. However, the Health Services Agency does not employ or contract for a surgeon, and since the Health Services Agency has been unsuccessful in obtaining surgical preceptorship services from Modesto-based surgeons, Emanuel Medical Center in Turlock, in conjunction with a Turlock surgeon, has agreed to participate with the Health Services Agency to meet the surgical rotation requirements of the Residency Program.

The Institutional Agreement establishes the parameters and guidelines under which Residents completing their inpatient surgical rotation can function at Emanuel Medical Center to fulfill the Residency requirements of the surgery rotation.

POLICY ISSUES: Approval of this Agreement provides the Family Practice Residency Program with a cost effective and meaningful manner to fulfill the surgical rotation requirements and is consistent with the Board's policy of efficient government operations and goal of a safe and healthy community.

STAFFING IMPACTS: None.

INSTITUTIONAL AGREEMENT
Between
EMANUEL MEDICAL CENTER
And
STANISLUAS COUNTY HEALTH SERVICES AGENCY
For
GENERAL SURGERY PRECEPTORSHIPS FOR FAMILY PRACTICE
RESIDENTS

SCOPE

It is the intention of Emanuel Medical Center (EMC) and Stanislaus County Health Services Agency (HSA) to augment the residency training of Family Practice Residents in the Stanislaus Family Practice Residency sponsored by HSA by jointly providing an institutional preceptorships in general surgery. The surgical rotations will be from four to six weeks in length. One resident will participate in this component of the residency training, including assisting in the surgical care of patients under the supervision of a general surgeon on the medical staff of EMC. This resident, under the supervision of the surgeon, will be allowed to perform services or procedures that the supervising surgeon has privileges to perform, and then only when the supervising surgeon believes the resident is capable of doing so safely. Residents will not be granted hospital privileges separate from those of their preceptor.

EDUCATIONAL GOALS AND PROTOCOLS

Specific educational goals of this preceptorship include training residents to evaluate, stabilize and manage patients presenting with common surgical problems, as well as to quickly recognize situations in which surgical consultation is appropriate. Residents will learn pre-surgical scrubbing, sterile technique, surgical assisting, tissue handling, suturing and stapling. Residents will be allowed to dictate histories and physicals, operative reports, and discharge summaries. All resident progress notes, orders, operative reports, and dictations will be cosigned by their preceptor.

Overall educational supervision of the resident will be provided by the Stanislaus Family Practice Residency Director. This will include program accreditation, appropriate conference teaching, counseling, family practice primary care clinics occurring during the preceptorship, and resident promotion. During the assignment of any resident to this surgical preceptorship, the resident shall be governed by appropriate Medical Staff By-Laws Rules and Regulations of Emanuel Medical Center and by relevant policies and procedures of the HSA and the University of California, Davis.

Preceptorship evaluation of the resident will be provided by the preceptor. Preceptors will be eligible for Clinical Faculty Appointment at the University of California, Davis

RESIDENT STATUS

Resident salaries, benefits and professional liability insurance will be provided by HSA. Documentation of professional liability coverage is provided in attachment A. Compensation to surgical preceptors shall be the responsibility of the HSA. EMC will not be eligible to claim related surgical residency pass through compensation or expenses under their Medicare cost report for participation in this component of the family practice residency program.. No compensation will be paid by EMC to HSA. for resident services, and no compensation will be paid by HSA to EMC for educational or facility services.

PRECEPTOR STATUS

Preceptor is an independent contractor to HSA, and Preceptor has applied for adjunct clinical faculty appointment through the University of California, Davis (UCD) School of Medicine. Until such faculty appointment is conferred, HSA will provide professional malpractice liability protection for Preceptor for acts and actions covered under the preceptorship arrangement. At such time that the clinical faculty appointment is conferred, professional malpractice liability protection for teaching activities will be the responsibility of UCD.

INDEMNIFICATION

Both parties agree to defend, indemnify and hold each other, its officers, employees, students and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Institutional Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the other party, its officers, employees or agents.

INDEPENDENT RELATIONSHIP

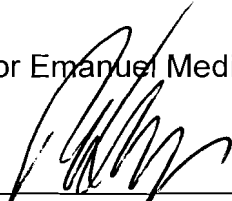
Nothing in this Institutional Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

TERM AND TERMINATION

The term of this agreement shall be from the date of completed signing to June 30, 2003.

This agreement may be terminated immediately by either party if either EMC or HSA. can be shown to have materially violated the terms of this agreement. This agreement may be terminated by either EMC. or HSA without cause with 30 days written notice to the other party.

For Emanuel Medical Center:



Robert Moen
President

Dated: 7/5/01

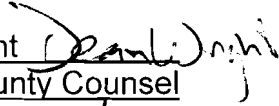
For Stanislaus County Health Services Agency



Beverly M. Finley
Managing Director

Dated: 8/13/01

Approved as to Form:

By: Dean Wright 
Title: Deputy County Counsel
Date: June 30, 2001 9/12/2001

Approved as to Content:

CHIEF EXECUTIVE OFFICER

Date: _____