

# HEALTH DEPARTMENT ASSOCIATION AGREEMENT

HEALTH DEPARTMENT: City of Akron

EFFECTIVE DATE: 19 December 1997

This agreement, entered into on this 19th day of December, 1997, between The Akron Health Department located on 177 S. Broadway, Akron, Ohio, (hereinafter referred to as the HEALTH DEPARTMENT) and the Northeastern Ohio Universities College of Medicine (hereinafter referred to as the COLLEGE OF MEDICINE).

## RECITALS

*WHEREAS*, the HEALTH DEPARTMENT is dedicated to the provision of high quality services to its patients and community; and

*WHEREAS*, the HEALTH DEPARTMENT recognizes that the quality of its services can be improved through organized efforts in medical and public health education and research; and

*WHEREAS*, the HEALTH DEPARTMENT, desiring to continue and improve its medical and public health education programs, recognizes that the quality of these programs will be enhanced by its association with the COLLEGE OF MEDICINE; and

*WHEREAS*, the COLLEGE OF MEDICINE is committed to the improvement of health services for the people of Northeast Ohio; and

*WHEREAS*, the primary goal of the COLLEGE OF MEDICINE is the education of physicians oriented to the practice of medicine at the community level, with an emphasis on primary care; and

*WHEREAS*, the COLLEGE OF MEDICINE requires clinical and community teaching facilities for its students; and

*WHEREAS*, the COLLEGE OF MEDICINE desires to conduct such clinical and community teaching in established community teaching agencies.

*NOW THEREFORE*, the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE mutually agree as follows:

## Article I

- A. The HEALTH DEPARTMENT and the COLLEGE OF MEDICINE shall remain separate entities.
- B. Each shall continue under the control of its own officers and boards of directors or trustees, and each shall remain solely responsible in all respects for the management of its own affairs.
- C. Although independent, both the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE shall work together for common goals.

## Article II

- A. Treatment and welfare of patients and execution of public health programs at the HEALTH DEPARTMENT shall continue to be the sole responsibility of the HEALTH DEPARTMENT, and shall be governed by its rules and regulations.
- B. Physicians practicing at the HEALTH DEPARTMENT need not be members of the COLLEGE OF MEDICINE faculty to retain the right to work at the HEALTH DEPARTMENT.
- C. Facilities at the HEALTH DEPARTMENT shall not be allocated for the exclusive use of the COLLEGE OF MEDICINE.

## Article III

- A. The HEALTH DEPARTMENT shall retain the exclusive right to appoint its staff and division directors, however, the HEALTH DEPARTMENT shall keep the Dean of the COLLEGE OF MEDICINE informed when appointing staff members engaged in the teaching of medical students.
- B. HEALTH DEPARTMENT based faculty members shall be appointed by the COLLEGE OF MEDICINE, in consultation with the HEALTH DEPARTMENT, and the COLLEGE OF MEDICINE shall be responsible for the conduct of their respective undergraduate teaching efforts.

#### Article IV

- A. The HEALTH DEPARTMENT agrees to accept students of the COLLEGE OF MEDICINE in jointly agreed upon teaching and research activities.
- B. Those members of the HEALTH DEPARTMENT staff designated as faculty by the COLLEGE OF MEDICINE shall supervise and teach students.
- C. Physicians-in-training shall be eligible for appointment to the faculty of the COLLEGE OF MEDICINE.
- D. The COLLEGE OF MEDICINE agrees that it shall utilize the facilities and staff of the HEALTH DEPARTMENT for the education of undergraduate medical students so long as high standards of medical education, patient care, and community service are maintained.
- E. The education of undergraduate medical students shall be the sole responsibility of the COLLEGE OF MEDICINE.
- F. The COLLEGE OF MEDICINE retains the right to make final determinations regarding any and all undergraduate medical programs of the COLLEGE OF MEDICINE and to determine the participants therein. Acceptance of medical students for credit from other medical schools by the HEALTH DEPARTMENT shall be done only with the approval of the Director of the Division of Community Health Sciences at the COLLEGE OF MEDICINE.
- G. A member of the staff of the HEALTH DEPARTMENT recommended by the HEALTH DEPARTMENT and approved by the Dean of the COLLEGE OF MEDICINE shall be responsible for the coordination of undergraduate medical education at the HEALTH DEPARTMENT.

#### Article V

- A. Other association agreements of the HEALTH DEPARTMENT or the COLLEGE OF MEDICINE need not be discontinued as a result of establishing this agreement between the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE.
- B. The costs attributable to patient care and community public health programs shall remain the financial responsibility of the HEALTH DEPARTMENT.

- C. Payment by the COLLEGE OF MEDICINE for courses and clerkships at the HEALTH DEPARTMENT shall be made to the HEALTH DEPARTMENT unless otherwise agreed upon by the parties to this agreement.
- D. Payment shall be determined on a student per capita basis or such other formula mutually agreed upon by the parties to this agreement.

## Article VI

- A. The COLLEGE OF MEDICINE will give assistance to the HEALTH DEPARTMENT in the recruitment of staff to meet the needs for quality programs of medical education and care at the HEALTH DEPARTMENT.
- B. The COLLEGE OF MEDICINE agrees, in accordance with its capabilities, to assist the HEALTH DEPARTMENT in providing graduate and continuing medical education programs.

## Article VII

- A. The HEALTH DEPARTMENT agrees to encourage its staff to participate in research projects and to provide facilities for research to the faculty of the COLLEGE OF MEDICINE in accordance with its capabilities.
- B. Grant funds obtained for research projects involving both the COLLEGE OF MEDICINE and the HEALTH DEPARTMENT shall be distributed as determined by the granting agency or on such equitable basis as may be agreed upon by both parties.
- C. Any publications as a result of research at the HEALTH DEPARTMENT by members of the faculty of the COLLEGE OF MEDICINE shall acknowledge both the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE.

## Article VIII

This agreement may be reviewed annually by the chief executive officers of the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE or by a joint ad hoc committee composed of representatives of the HEALTH DEPARTMENT and the COLLEGE OF MEDICINE in order to address issues identified by either party to this agreement.

## Article IX

The term of this agreement shall commence on the 19<sup>th</sup> day of December, 1997, and shall continue thereafter for an unlimited number of one-year terms, subject to annual review and such modifications as are hereafter made by agreement of the parties. This agreement shall be automatically renewed unless written notice is given to the other party at least one year prior to the proposed date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

**FOR THE HEALTH DEPARTMENT**

Gregory A. Ervin  
Deputy Director

12/19/97  
Date

**FOR THE COLLEGE OF MEDICINE**

Richard J. Eplawy  
Vice\_President for Administration and Finance

12/2/97  
Date

APPROVED AS TO FORM AND CORRECTNESS:

Max Rothal  
Director of Law, City of Akron

12/29/97  
Date