

Bill No. 5148

Ordinance No. \_\_\_\_\_

Requested by: Sara Evers

Sponsored by: Terry Hollander

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERGOVERNMENTAL FIELD PLACEMENT AGREEMENT WITH THE MISSOURI STATE UNIVERSITY

WHEREAS, the Masters of Public Health Program of the College of Health and Human Services of Missouri State University has provided a Field Placement Agreement to implement a public health internship to the St. Charles County Department of Public Health; and

WHEREAS, Missouri State University desires to form an alliance with a facility which is committed to providing desirable public health learning experiences for its interns; and

WHEREAS, Missouri State University considers the St. Charles County Department of Public Health an agency which can provide such experience; and

WHEREAS, under the terms of the intergovernmental Field Placement Agreement there is no cost to St. Charles County, Missouri or Missouri State University for the public health internship; and

WHEREAS, the St. Charles County Department of Public Health is willing and able to allow a public health intern to train in their facility under the terms of the Field Placement Agreement; and

WHEREAS, Chapter 70, Revised Statutes of Missouri, authorizes intergovernmental agreements between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive is hereby authorized to execute an intergovernmental Field Placement Agreement between Missouri State University and St. Charles County, Missouri for the implementation of a public health internship agreement with the Department of Public Health.

Section 2. The intergovernmental Field Placement Agreement shall be substantially the same in form and content as that attached hereto as Exhibit A. The County Executive is further authorized to execute renewals or amendments of such Field Placement Agreement as may be required. The form of such renewals or amendments shall be approved by the County Counselor.

Section 3. Compliance with all the terms of the intergovernmental Field Placement Agreement and any renewals or amendments thereto shall be the responsibility of the St. Charles County Department of Public Health.

Section 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and such intergovernmental affiliation agreement authorized herein shall be valid upon its execution as required by Chapter 70 of the Revised Statutes of Missouri.

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DATE PASSED

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DATE APPROVED BY COUNTY EXECUTIVE

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CHAIR OF THE COUNCIL

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COUNTY EXECUTIVE

ATTEST:

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COUNTY REGISTRAR

# EXHIBIT A

Master of Public Health Program  
Missouri State University  
901 South National Avenue  
Springfield, MO 65897  
Phone: (417) 836-8850

## FIELD PLACEMENT AGREEMENT

This agreement, made and executed on the last date of the signatures below, by and between St. Charles County, Missouri on behalf of the St. Charles County Department of Public Health, hereinafter called the "County," and the Master of Public Health Program, Missouri State University, hereinafter called the "University," designates mutual responsibilities, as set forth in the following statements, for a supervised field experience (practicum or internship) involving Master of Public Health students, hereinafter called the "Student."

The supervised field experiences are designed to provide opportunities for the Student to apply the theories learned in their coursework to the work setting. The field experience is to be completed under the joint supervision of a qualified County professional and an assigned University faculty member and involves a minimum of 200 hours.

A representative of the County and the University shall cooperate in the development of instruction, training, objectives, and other aspects of the field placement experience. The Student, University, and County share in the responsibility for the selection and assignment of the Student to the field placement experience. The Student shall have interviewed with the County and completed other stipulated requirements of the placement process before final placement. The needs of the Student and the projected quality of the field experience will be the primary considerations in the final approval of the placement.

Supervised field placement experiences are considered an integral part of the Student's formal education. Supervision of the Student field placement is a cooperative and joint function of the University supervisor and the County supervisor and other appropriate County staff. The County shall be responsible for providing the Student with a comprehensive County orientation at the onset of the field placement. The provision of orientation materials prior to and periodically during the placement is encouraged by the University. Students shall be expected to follow the County's policies, regulations, and procedures.

The County retains responsibility for the clients of the County and will maintain administrative and professional supervision of the Student insofar as the Student's presence affects the operation of the County and/or the direct or indirect provision of services of the County. Quality written and verbal communications between the University supervisor, County supervisor and Student prior to and during the placement shall be a high priority in the field placement process. Should problems or concerns associated with the Student's performance arise, the University supervisor shall be notified by the County supervisor so that a mutual attempt can be made to adequately resolve such problems or concerns.

The County shall assure that the Student has the appropriate certification or credentials for the implementation of programs and services that require evidence of appropriate skills, knowledge, and competencies to adequately fulfill those functions. The County shall assure that the Student possesses the appropriate driver's license and provide appropriate training prior to assuming

responsibility for driving County vehicles in fulfillment of duties and responsibilities associated with the placement.

The parties are independent contractors. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no Student supplied by University in the performance of University's obligations under this Agreement are considered to be County employees or volunteers of County, and that no rights to benefits, retirement, or personnel rules accrue to such Student. Further, the County is not required to provide monetary compensation to the Student during the placement.

The Student receives college credit for the supervised field experience. The University faculty supervisor, with input from the County supervisor and the Student's self-evaluation, has the responsibility for awarding the grade and academic credit for the field placement experience. This role is in compliance with the University Faculty Handbook.

The University will advise the Student to have the appropriate insurance coverage prior to the internship. Each Student shall, if required by the County, provide verification of the purchase of appropriate insurance coverage.

As a Missouri public institution of higher education, the University does not maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised States 105.711, as administered by the Office of the Attorney General of the State of Missouri. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

This Agreement is intended solely for the mutual benefit of the parties, and there is no intention to create any rights or obligations for any party or person other than University and County.

The University and the County do not and will not discriminate against any applicant for the field experience placement on the basis of age, ancestry, color, creed, disability, marital or parental status, national origin, participation in constitutionally-protected activities, political affiliation or belief, race religion (belief or non-belief), sex, or disabled and/or Vietnam veteran status in its activities, programs or benefits.

This agreement may be terminated by either party upon notice to the other and is executed in duplicate by the authorized offices or the parties.

Notice to the County shall be sent to St. Charles County Department of Public Health, ATTN: Director, 1650 Boone's Lick Rd., St. Charles, MO 63301, with a copy to Office of the St. Charles County Counselor, ATTN: County Counselor, 100 N. Third St., Suite 216, St. Charles, MO 63301. Notice to the University shall be sent to \_\_\_\_\_.

UNIVERSITY

Date \_\_\_\_\_

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Dean, College of Health and Human Services  
Missouri State University  
Springfield, MO 65897

\_\_\_\_\_  
Date \_\_\_\_\_

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Director, Master of Public Health Program  
Missouri State University  
Springfield, MO 65887

COUNTY

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
County Executive  
St. Charles County, Missouri