

Bill No. 5150

Ordinance No. _____

Requested by: Sara Evers

Sponsored by: Terry Hollander

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN INTERGOVERNMENTAL NURSING CLINICAL EXPERIENCE AGREEMENT WITH THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE COLLEGE OF NURSING AT THE UNIVERSITY OF MISSOURI-SAINT LOUIS

WHEREAS, the University of Missouri has a program in Nursing on the campus of the University of Missouri-St. Louis and is desirous of cooperating with St. Charles County through its Department of Public Health in establishing a clinical experience for the benefit of UMSL Nursing students in Community Health and Community Engagement through the implementation of a public health internship; and

WHEREAS, the County through its Department of Public Health is desirous of establishing a clinical experience and of obtaining the educational and practical benefits to be derived from the carrying out of such a program and desires to cooperate with the University of Missouri-St. Louis in this respect; and

WHEREAS, under the terms of the intergovernmental Nursing Clinical Experience Agreement there is no cost to St. Charles County, Missouri or the University of Missouri Saint Louis 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 Nursing Clinical Experience Agreement between The Curators of the University of Missouri on behalf of the College of Nursing at the University of Missouri-Saint Louis and St. Charles County, Missouri for implementation of a clinical nursing internship with the County's Department of Public Health (the "Agreement").

Section 2. The 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 the 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 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.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR

EXHIBIT A

COLLEGE OF NURSING

UNIVERSITY OF MISSOURI-ST. LOUIS

NURSING CLINICAL EXPERIENCE – COMMUNITY HEALTH / COMMUNITY ENGAGEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between THE CURATORS OF THE UNIVERSITY OF MISSOURI, a public corporation, contracting on behalf of the COLLEGE OF NURSING AT THE UNIVERSITY OF MISSOURI-ST. LOUIS, hereinafter referred to as "University," and ST. CHARLES COUNTY, MISSOURI, through its Department of Public Health, hereinafter referred to as "Community Clinical Site."

WITNESSETH:

WHEREAS, University has a program in Nursing on the campus of the University of Missouri-St. Louis and is desirous of cooperating with the Community Clinical Site in establishing a clinical experience for the benefit of UMSL Nursing students in Community Health and Community Engagement as well as the benefit of the Community Clinical Site; and

WHEREAS, the Community Clinical Site is desirous of establishing a clinical experience and of obtaining the educational and practical benefits to be derived from the carrying out of such a program and desires to cooperate with the University in this respect;

NOW THEREFORE, in consideration of the mutual benefits to be derived by University and the Community Clinical Site, the parties do hereby agree as follows:

ARTICLE I: RESPONSIBILITIES OF THE UNIVERSITY THROUGH THE SCHOOL OF NURSING

1. If applicable, the University shall provide qualified and competent faculty members adequate in number for the instruction and supervision of students using the Community Clinical Site facilities. If applicable, the University, through UMSL College of Nursing, shall coordinate all activities between the University and the Community Clinical Site and shall render all necessary assistance to the Community Clinical Site in respect to all concerns and/or problems arising in the area of the clinical experiences.
2. If applicable, the University will select, in consultation with the cooperating professional staff of the Community Clinical Site, learning experiences to which students will be assigned for educational purposes. In making such assignments, appropriate consideration shall be given to College of Nursing policy, accreditation criteria (voluntary and regulatory), and the nursing standards and the policies, procedures and regulations of the Community Clinical Site. The University shall designate the students to be assigned to such learning experiences. The time periods and the number of students assigned during any one clinical experience will be mutually agreed upon by University and the Community

Clinical Site.

3. The University shall instruct all students assigned to the Community Clinical Site regarding the confidentiality of records and patients/client data imparted during the educational experience.
4. University has a professional liability program under the University of Missouri Medical, Professional, and Patient General Liability Plan as set forth in Section 490.020 of the Collected Rules and Regulations of The University of Missouri. A copy of the self-insured plan document may be obtained upon request.
5. The University will not permit students who do not have documented proof of immunization for tetanus and diphtheria, PPD Tuberculin Skin Test (chest x-ray if appropriate), and proof of immunity to rubella, if appropriate, to the Community Clinical Site.

ARTICLE II: RESPONSIBILITIES OF THE COMMUNITY CLINICAL SITE

1. The Community Clinical Site shall:
 - a. provide opportunities for students to observe and participate in agreed upon services provided by the Community Clinical Site;
 - b. identify and provide opportunities for students to engage in Community Health activities and Community Engagement; and
 - c. assist students, as necessary, in the completion of projects as required by College of Nursing curriculum.
2. The Community Clinical Site shall permit students and, if applicable, faculty members or representatives of the School of Nursing to utilize facilities such as the library, lounges, conference rooms, audiovisual equipment, or other teaching equipment consistent with the regulations and policies set by the Community Clinical Site.
3. If the Community Clinical Site deems a student's performance to be unsatisfactory and detrimental to its health care responsibilities, it may temporarily suspend or request University to terminate the student from utilizing the Community Clinical Site for clinical experiences by notice to the student and the University faculty.
 - a. Notices to the College of Nursing shall be given to:

Name: Dr. Sheila Grigsby

Dean's Fellow for Community Engagement/ Assistant Professor

Address: 1 University Blvd., Nursing Admin. Bldg.

St. Louis, MO 63121

Email Address: grigsbys@umsl.edu

Telephone: 314-516-6691

4. The Community Clinical Site shall retain full responsibility for the care of patients and will maintain overall administrative and professional supervision of students and faculty of the University insofar as their presence affects the operation of the Community Clinical Site and/or the direct or indirect care of patients.
5. The Community Clinical Site, to the fullest extent possible, will provide emergency treatment for injuries incurred within or outside of the Community Clinical Site during scheduled work hours. The Community Clinical Site will coordinate all emergency care, including, but not limited to, calling 911, EMS, and ambulance transport to a care facility, for injuries incurred within or outside of the Community Clinical Site during scheduled work hours when the Community Clinical Site is unable to provide emergency treatment.
6. To the extent permitted by law without waiving sovereign immunity, the Community Clinical Site shall obtain and maintain Professional Liability insurance and Commercial General Liability insurance. Both policies' coverage limits shall be for no less than \$1 million per occurrence and \$3 million annual aggregate.

ARTICLE III: JOINT RESPONSIBILITIES OF THE UNIVERSITY AND THE COMMUNITY CLINICAL SITE

1. Both parties to the Agreement recognize that the relationship between University and the Community Clinical Site is one of mutual interdependency and that each shall derive maximum benefit by promoting their mutual interest in nursing education and student welfare.
2. The personnel of both parties shall seek each other's cooperation in carrying out the provisions of this Agreement. During the term of this Agreement, if applicable, arrangements may be made for periodic meetings between representatives of the University and the Community Clinical Site to promote understanding of and adjustments to any operation or activity involved herein.
3. University will not discriminate against any student in its assignments to this program because of race, color, religion, sex, national origin, handicap, or status as a veteran, including of the Vietnam War. The Community Clinical Site will not discriminate against any student because of race, color, religion, sex, national origin, handicap, or status as a veteran, including of the Vietnam War.
4. It is understood that assigned students are not employees of the University or the Community Clinical Site and therefore, are not covered by Social Security, Unemployment Compensation, or Workers' Compensation.
5. The University agrees to inform students that as a condition of participating in this affiliation, they must obtain and provide verification of a criminal background check prior to that student's assignment at affiliated hospital/institution. The Community Clinical Site hereby understands and agrees that the decision to permit a student to participate at that Community Clinical Site on the basis of the result of

any criminal background check remains solely with the Community Clinical Site and not the University.

ARTICLE IV: CONSIDERATION

The nature of this cooperative agreement is such that each party undertakes obligations to the other but without passage of funds between the University and the Community Clinical Site or between the personnel of their respective staffs.

ARTICLE V: TERM OF THE AGREEMENT

This Agreement shall begin on the date set forth above in the initial paragraph of the Agreement and shall terminate on August 31, 2023; provided, however, that the Agreement shall continue thereafter automatically for successive one-year terms running from September 1, subject, however, to the right of either party to terminate the Agreement, without liability or cause, at the end of the initial term or at the end of any subsequent annual term by giving the other party prior written notice no later than February 1, immediately preceding the beginning of the next successive annual term.

ARTICLE VI: AGREEMENT DATES AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their properly authorized representative.

ST. CHARLES COUNTY, MISSOURI

THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF THE COLLEGE OF NURSING AT THE UNIVERSITY OF MISSOURI- ST. LOUIS

By: Steve Ehlmann
Title: County Executive
100 N. Third St.
St. Charles, MO 63301

By: _____
Title: Sr. Manager of Business Services

Date: _____

Date: _____

Information Signature:

Dean, College of Nursing

Date: _____