

Bill No. 5158

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

Requested by: Sara Evers

Sponsored by: Terry Hollander

AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A NURSING STUDENT AFFILIATION AGREEMENT WITH ST. CHARLES COMMUNITY COLLEGE AND SCHOOL OF NURSING AND ALLIED HEALTH

WHEREAS, the St. Charles Community College and School of Nursing and Allied Health has provided a Nursing Student Affiliation Agreement to implement a public health internship to the St. Charles County Department of Public Health; and

WHEREAS, the St. Charles Community College and School of Nursing and Allied Health desires to form an alliance with a facility which is committed to providing desirable clinical learning experiences for its students; and

WHEREAS, the St. Charles Community College and School of Nursing and Allied Health considers the St. Charles County Department of Public Health an agency which can provide such experience; and

WHEREAS, under the terms of the intergovernmental Nursing Student Affiliation Agreement there are no additional costs to St. Charles County, Missouri or the St. Charles Community College and School of Nursing and Allied Health for the public health internship; and

WHEREAS, the St. Charles County Department of Public Health is willing and able to allow a nursing intern to train in their facility under the terms of the Nursing Student Affiliation 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 Student Affiliation Agreement between The St. Charles Community College and School of Nursing and Allied Health and St. Charles County, Missouri for the implementation of a public health internship agreement with the Department of Public Health.

Section 2. The intergovernmental Nursing Student Affiliation 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 Nursing Student Affiliation 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 Nursing Student Affiliation 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

## NURSING STUDENT AFFILIATION AGREEMENT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 between St. Charles County, Missouri, (hereinafter referred to as the "County"), and St. Charles Community College and School of Nursing and Allied Health (hereinafter referred to as the "School").

WHEREAS, the School has established an approved clinical program of special training in the Associate Degree Nursing (AND) program covered by this Agreement (hereinafter referred to as the "Program"); and

WHEREAS, the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS, the County, with its Department of Public Health located at 1650 Boone's Lick Road, St. Charles, MO 63301 has the clinical setting needed by Program trainees as part of their practical learning experience;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the School and the County agree as follows:

### 1. RESPONSIBILITIES OF THE COUNTY

1.1 The County will provide clinical experience situations as described in the Program curriculum and in accordance with the objectives to be provided by the School and agreed to in writing by the County.

1.2 The County will designate appropriate personnel to coordinate the student's clinical learning experience in the Program who will work with the School to ensure that all students and faculty members have been fully oriented to the County's Rules and Regulations, Policies and Procedures, Medical Staff Bylaws, and Code of Conduct.

1.3 The County shall retain the right to remove from and deny access to its facility to (a) any student whose achievement, progress or adjustment does not warrant continuation of study at the County, (b) any student or faculty member who fails to conform to the applicable rule, regulations or code of conduct of the County, or (c) any student or faculty member whose professional or social conduct is, in the opinion of County personnel, disruptive or otherwise destructive to the established practices or philosophy of the County or its standing in the community. Such action shall be reported to the School's program coordinator. The County shall retain the right to immediately remove any student or faculty member if the County, in its sole discretion, determines that the actions of any student or faculty member are harmful and/or dangerous to the safety and welfare of the patients and staff.

1.4 The County shall be responsible for and retain absolute control over the organization, administration, operation and financing of its services, including responsibility for all patient care. However, the School shall be responsible for any incident or event where a student or faculty member

disregards or deviates from the standard of care, the County's Policies and Procedures, Rules and Regulations, Medical Staff Bylaws, or Code of Conduct.

1.5 All students and faculty members are subject to the County's authority and are responsible for reporting to the Director of Nursing or his or her designee.

1.6 The County shall not be responsible for the direct supervision of students where no faculty member is on-site. Regular site visits by the Clinical Director are coordinated with County.

1.7 The County assumes no financial responsibility for the medical care and treatment of students or faculty members.

## 2. RESPONSIBILITIES OF THE SCHOOL

2.1 The School shall provide the County with the clinical learning experience and objectives for the Program and will plan the schedules and assignments in coordination with the County coordinator. This shall include the number of students assigned to a clinical area and the nature and extent of the clinical work experiences.

2.2 The School shall provide a sufficient number of qualified faculty members for teaching and supervision of students in the Program.

2.3 The School shall be responsible for the direct supervision of students at all times. The School is responsible to determine whether a faculty member is competent to supervise students. If a supervising faculty member intends to leave and/or leaves the Hospital, that faculty member must notify the Director of Nursing prior to leaving and students may provide no clinical care until such time as a new supervising faculty member is assigned to the student(s).

2.4 The School will require all students and faculty members to abide by the rules, regulations, policies and procedures, standards of conduct and competency requirements of the County, including but not limited to "The Role of the Student Nurse Related to Medication Administration and Monitoring." The School will require all students and faculty members to conduct themselves in a professional manner. All students and faculty shall wear the appropriate uniform or attire and display proper identification at all times while on County premises.

2.5 The School will ensure that students understand County's Policies and Procedures and follow these while on County's premises. No student or faculty member shall be allowed into a clinical area until this requirement has been explained to the student and faculty member and they acknowledge, in writing, that they have reviewed and understand the County's Policies and Procedures and have no questions regarding the standards set forth in the Policies and Procedures.

2.6 The School agrees that all students will be requested to undergo training on the Health Insurance Portability and Accountability Act (HIPAA), prior to their first clinical assignment.

2.7 The School will require students and faculty to maintain the confidentiality of patient information obtained while at the County. All information obtained from patients, their records or

computerized data is to be held in confidence and no copies of patient records shall be made. Students and faculty shall abide by all County policies concerning medical records and computer systems. Students and faculty members shall be required to sign a separate Confidentiality Agreement, as approved by County.

2.8 The School assures that all students and faculty are covered by health and malpractice insurance as set forth in paragraph 3.1 below.

2.9 The School will ensure that, prior to clinical placement, it has conducted background checks and drug screens on each student prior to the date the student will begin their assignment at the County. No student will be allowed into a clinical area until a background check and drug screen have been completed.

2.10 The School will assign to the County only those students who have satisfactorily completed all prerequisites in the Program curriculum.

2.11 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials in accordance with the federal guidelines "Occupational Exposure to Bloodborne Pathogens". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.12 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in exposure to tuberculosis, protective practices to avoid contamination, and procedures in case of exposure or potential exposure in accordance with the federal guidelines "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.13 The School will ensure that under no circumstances will any student provide clinical care to the County's patients, without instruction from and supervision by a faculty member, except as provided for under Section 1.6.

2.14 The School shall recommend that its students and faculty members receive immunization against Hepatitis B. Students and faculty members who elect not to receive the Hepatitis B vaccine must sign a Hepatitis B declination form which will remain on file at the School. The School shall warrant that each student has either elected to receive the vaccine or has signed a declination form.

2.15 The School shall warrant that each student and faculty member has had the following:

2.15.1 A complete physical examination showing on record good health.

2.15.2 A PPD within the last year and showing on record freedom from tuberculosis.

2.16 The School acknowledges that all students and faculty shall be responsible for their own transportation to and from the County and shall abide by all parking rules and regulations while on County property.

2.17 The School must be accredited by the national accrediting body for the program(s) being offered by the School. Proof of the School's accreditation, along with a copy of the School's malpractice insurance, are required to be submitted with the Agreement before County's representative will sign the Agreement.

### 3. INSURANCE AND INDEMNIFICATION

3.1 The School agrees, at its own expense, provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement comprehensive general liability insurance with minimum coverage limits of an annual aggregate of Three Million Dollars (\$3,000,000) and professional liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The duty to maintain such coverage for the period the student or faculty member is participating in the program shall survive the termination of this Agreement.

3.2 The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that the County may have. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to insurance coverage shall be deemed to limit or restrict in anyway the School's liability arising out of or under this Agreement. The insurance policies shall be issued by insurance companies reasonably acceptable to the County. The School warrants and represents that it will purchase appropriate "tail coverage" for claims, demands, actions or judgments reported in future years for acts of omissions during the term of this agreement.

3.3 The School, upon the execution of this Agreement, shall furnish County with certificates evidencing compliance with these insurance requirements. No student or faculty member will be allowed into the clinical area until proof of insurance coverage has been provided. Certificates shall further provide for thirty (30) days advance written notice to County of any cancellation of the above coverage.

3.4 School shall indemnify, pay, defend, and hold harmless County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims, and causes of action of any kind or nature asserted against County foreseen or unforeseen, accrued or not yet accrued, arising from or in connection with the services performed or provided by School and its students and faculty members or from any act or omission or from any activity, work or things done, permitted, or suffered by School and its students and faculty members. School shall further indemnify, pay, defend, and hold harmless County from and against any and all damages, liabilities, losses, costs, judgments, expenses, claims, and causes of action arising from any breach or default in the performance of any obligation on School's part to be performed under the terms of this agreement, regardless of whether or not such claims, damage, loss or expense is caused in whole or in part by a party indemnified hereunder or arising from any intentional or negligent act or omission of School or any of School's students, faculty members, employees, agents, or invitees and from and against any action or proceeding brought thereon. In case of any such action or proceeding against County, School upon written notice from County, shall defend the same at School's sole cost and expense by counsel reasonably satisfactory to County. All of School's obligations of indemnity hereunder shall survive the termination or expiration of the Term hereof.



3.5 The County agrees, at its own expense, provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement comprehensive general liability insurance with minimum coverage limits of an annual aggregate of Three Million Dollars (\$3,000,000) and professional liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such coverage shall apply only to the extent that immunity from liability is not provided under Missouri law. Any purchase of insurance or maintenance of coverage mentioned herein does not constitute a waiver on behalf of any insured of sovereign or governmental immunity under Missouri Law, including but not limited to sections 71.185 or 537.610, or any amendments thereto, of the Revised Statutes of Missouri.

3.6 To the extent permitted by law without waiving sovereign or governmental immunity under Missouri Law, including but not limited to sections 71.185 or 537.600, et seq., or any amendments thereto, of the Revised Statutes of Missouri, it is hereby stipulated and agreed between the County and the School that with respect to any claim or action arising out of the activities described in this contract, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.

3.7 The Parties expressly retain all rights of sovereign or governmental immunity provided under Missouri Law, including but not limited to sections 71.185 or 537.600, et seq., or any amendments thereto, of the Revised Statutes of Missouri. Nothing contained anywhere in this Agreement, including but not limited to this Section 3, constitutes and shall be construed to constitute a waiver of sovereign or governmental immunity by either party under Missouri Law, including but not limited to sections 71.185 or 537.600, et seq., or any amendments thereto, of the Revised Statutes of Missouri. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Parties which would otherwise be barred under the doctrine of sovereign or governmental immunity or operation of law.

#### 4. PLACEMENT

The County reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

#### 5. NONDISCRIMINATION

The County and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin, sexual preference or disability.

#### 6. TERM

The term of this Agreement shall be one (1) year commencing on \_\_\_\_\_, 2023. This Agreement shall automatically renew for additional terms of one year unless terminated by either party in accordance with this Agreement.

7. TERMINATION

(a) Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

(b) Either party may terminate this Agreement immediately if there is an immediate threat to the safety and/or welfare of the County's patients and/or staff related to the program.

8. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The County and the School shall be liable for their own debts; obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to County for any salaries, insurance, workers compensaton, or other benefits.

9. CONFIDENTIALITY

The School will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the County. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the County and the patient, utilizing the patient confidentiality policies and procedures of the County. The School shall ensure that each student or faculty member abides by the County's policies regarding Confidentiality and the use of computer systems. Students and faculty members shall be required to sign a separate Confidentiality Agreement, as approved by County.

10. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

THE SCHOOL: St. Charles Community College  
School of Nursing and Allied Health  
4601 Mid Rivers Mall Dr.  
Cottleville, MO 63376  
Attn: Lindy McGuire

THE COUNTY: St. Charles County Department of Health  
1650 Boone's Lick Rd  
St.Charles, MO 63301  
Attn: Department Director

With a copy to: St. Charles County Office of the County Counselor

Attn: County Counselor  
100 N. Third Street, Suite 216  
St. Charles, MO 63301

11. MISCELLANEOUS

11.1 Students and faculty shall not be reimbursed by the County for rendering services during the course of the clinical work experience and shall not have a claim against the County for worker's compensation benefits.

11.2 Those areas in which differences or conflicts exist between the County and the School regarding rules, regulations, policies and procedures shall be resolved in favor of the County and the rule, regulation, policy or procedure of the County shall prevail. Such conflict shall be referred to the County liaison and School program or course coordinator.

11.3 This agreement may not be assigned, in whole or in part, without the prior written consent of both parties.

11.4 This contract shall be construed and interpreted under the laws of the State of Missouri. In the event that either party brings an action under this Agreement, the parties agree that the venue for such action shall be in the 11<sup>th</sup> Circuit Court of Missouri located in St. Charles County, Missouri.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of date first written above.

St. Charles County, Missouri

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

School: St. Charles Community College

By: \_\_\_\_\_

Name:

Title: Dean of Health Sciences & Director of Operations