

CLINICAL ROTATION AGREEMENT

between

BROKEN ARROW PUBLIC SCHOOLS

and

THE UNIVERSITY OF TULSA

THIS AGREEMENT is made and entered into as of **July 1, 2021**, between **The University of Tulsa** (the "School"), and **Broken Arrow Public Schools**, an Oklahoma corporation which owns and operates Broken Arrow Public Schools (the "Facility").

1. Clinical Rotations. The School shall arrange clinical rotation experience ("Clinical Rotations") for nursing students ("Students") at the Facility. The School and the Facility shall mutually determine the scope of the Clinical Rotation programs, the schedule of student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. The term of this Agreement shall be for the period of the Clinical Rotations, approximately one (1) year, commencing **July 1, 2021**, and ending **June 30, 2022**, unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall continue in effect for additional periods of one year each unless one party notifies the other at least 90 days prior to the end of the initial term or any extended term of its intent to terminate this Agreement at the end of such term, in which event this Agreement shall terminate at the end of the then-current term. However, notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Clinical Rotations.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the "Clinical Instructor") to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

b. The School shall designate one or more of its instructors or faculty members ("Instructors") to instruct and supervise Students during the Clinical Rotations.

c. The School shall provide a roster of the names of the Clinical Instructors, Instructors and Students (the "Roster"), along with a rotation schedule, to the coordinator at the Facility before the Clinical Rotations begin.

d. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide to the Facility verification of the following immunizations and tests: (i)

a complete Hepatitis B vaccination series (series of three or waiver); (ii) negative PPD or chest x-ray; (iii) MMR vaccination(s) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician's designee; (v) influenza vaccination or waiver, (vi) tdap immunization, and (vii) a background check.

e. The School shall require that each Student and Instructor before beginning the Clinical Rotations have current CPR certification that meets standards acceptable to the Facility.

f. The School shall instruct Students that they are not permitted to accept orders from physicians or other health care professional in person or by telephone or call a physician or physician's office to obtain an order.

g. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

h. The School shall be responsible for all actions, activities and affairs of Students, the Clinical Instructor and all Instructors during the Clinical Rotations to the extent required by law.

i. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Clinical Rotation programs.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the Clinical Instructor and Instructors to plan and coordinate the Clinical Rotations. The Facility may also designate one or more employees to serve as Clinical Instructors.

b. The Facility shall provide the Clinical Instructor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Clinical Rotations.

c. The Facility shall provide an orientation to the Clinical Instructor that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

d. The Facility shall permit Students and Instructors to assist in the provision of nursing or other ancillary health care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility.

e. The Facility shall provide parking in designated areas for Students and Instructors.

f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

g. The Facility shall make its classrooms, conference rooms and library facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.

h. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Clinical Instructor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Clinical Rotation when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Clinical Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Clinical Rotation.

b. Students are required to wear uniforms with name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.

c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.

d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

e. The Instructors are duly licensed to practice nursing in Oklahoma; the license of each Instructor is unrestricted; and each Instructor must keep his or her license current, in good standing and unrestricted during the entire term of this Agreement.

f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

g. The School has provided the Clinical Instructor, Instructors and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

i. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Clinical Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Clinical Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the State of Oklahoma. During the term of this Agreement, the School shall continuously maintain for itself and for Students and Instructors professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement;

or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

10. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School must require Clinical Instructors, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Clinical Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

14. HIPAA Compliance.

a. The School must, and the School shall require the Clinical Instructors, Instructors and Students to, appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA") and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. FERPA. In the course of this Agreement, the Provider Institution may have access to records of the COLLEGE that are “education records” as defined by and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq., and the regulations promulgated there under (“FERPA”). Such records are confidential. To the extent that the Provider Institution or its personnel have access to “education records” under this Agreement, they are deemed a “school official,” as each of these terms are defined under FERPA. The Provider Institution agrees not to use education records for any purpose other than in the performance of this Agreement. Except as required by law, the Provider Institution will not disclose or share education records with any third party unless permitted by the terms of this Agreement.

16. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

17. Non-Discrimination. Except to the extent permitted by law, the Facility, the School, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran’s status in the performance of this Agreement. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The School represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran’s status; that it does not maintain nor provide for its employees any segregated facilities, nor will the School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section 4212.

18. Facility Policies and Procedures. The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

20. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

21. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

22. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.


23. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.


24. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

25. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

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