

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 10/20/21

Contract/Agreement Vendor: **ORU Nursing**
 Name of Vendor & Contact Person

Vendor Email Address
 Providing nursing students an opportunity to complete clinical rotations at District school sites. There is no cost to the District. D. Blackburn

Summary

Reason/Audience to benefit

11/8/2021
 BOE Date

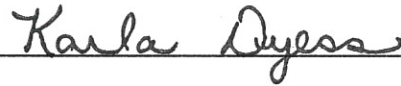
\$0.00
 Amount of agreement

Person Submitting Contract/Agreement for Review: Derek Blackburn

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: 

Does this Contract/Agreement utilize technology? YES/NO NO
 If yes, Technology Admin: _____

Leadership Team Member: 

Funding Source: _____
Fund/Project OCAS Coding

Consent Item: Accept and approve the NEW/RENEWAL agreement between Broken Arrow Public Schools and the vendor listed above. (ie. New fiscal year &/or Renewal services)

Action Item: Discussion, motion and vote on motion to approve or disapprove the NEW agreement between Broken Arrow Public Schools and the vendor listed above. (ie. Purchase over \$50,000 &/or new service)

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

A Clinical Rotation Agreement

between

BROKEN ARROW PUBLIC SCHOOLS

And

ORAL ROBERTS UNIVERSITY

ANNA VAUGHN COLLEGE OF NURSING

THIS AGREEMENT is made and entered into as of August 1, 2019 between Oral Roberts University Anna Vaughn College of Nursing (the "School") and 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 36 months, commencing August 1, 2019 and ending July 31, 2022 unless terminated earlier as provided in this Agreement. This Agreement shall be reviewed in each one year increment for renewal periods of one (1) year unless one party notifies the other at least sixty (60) 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. This Agreement may be terminated by either party upon thirty (30) days notice.

3. Responsibilities of the School.

a. If Clinical Instructors or Instructors do not accompany Students to the Facility for Clinical Rotations, then any part of this Agreement referring to "Clinical Instructors" or "Instructors" shall apply to Students only.

b. The School shall designate one or more faculty members ("the Field Instructors") to instruct, supervise, observe, counsel and coordinate all the activities of students.

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

d. For each Student and Field Instructor who will participate in the Clinical Rotations, the student and Field Instructor shall provide to the Facility verification of the following immunizations and tests: (i) comprehensive 10 panel drug testing; (ii) verification that immunity requirements are met and supported by documentation for Mumps, Rubella,

Rubeola, and Varicella in accordance with recommendations of Centers for Disease Control (CDC); (iii) Hepatitis B in accordance with recommendations of OSHA; and (iv) TB test within past 12 months, and when results are positive, verification of supporting documentation for a chest x-ray reflecting no evidence of TB disease. The student shall be responsible for any emergency care treatment to the student as necessary. In addition, the School will have a background check run on each student and on site Field Instructor to include the following:

- i. 7 year criminal history for each county of residence;
- ii. National sexual offender registry;
- iii. Social security verification;
- iv. Residency history; and
- v. National healthcare fraud and abuse scan (OTG, GSA);

School agrees to notify Facility of any Student or on site Field Instructor with an adverse finding on his/her background check. Faculty members who have a gap in employment greater than six (6) months require repeat drug testing.

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. School will provide an Orientation Training Program to Students and Faculty before beginning clinical rotations with a dedicated section to safety training in compliance with applicable OSHA and CDC regulations concerning "Occupational Exposure to Bloodborne Pathogens." The training program will include information about bloodborne diseases, pathogens, Exposure Control Plan, and Hazard Communication Program.

g. The School shall instruct Students that they are not permitted to perform any of the following: (i) double-check on medications or blood products; or (ii) begin or discontinue blood products, chemotherapy, or experimental drugs and therapies.

h. 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.

i. 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.

j. The School shall be responsible for all actions, activities and affairs of Students participating in the Clinical Rotations to the extent allowed by law.

k. 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.

l. Ensure that students have received adequate information regarding Hazardous Communication and Standard Precautions and received, completed and returned the Facility's Orientation packet prior to assignment to Hospital.

4. Responsibilities of the Facility

a. The Facility shall designate a facility employee ("the Field Liaison") to serve as the coordinator for the Clinical Rotations to work directly with School personnel in collaborating with the School Field Instructor, as needed, in Students performance, behavior, learning objectives, and grade.

b. The Facility and Field Liaison agrees to make available the clinical settings and means for the Student experiences, including but not limited to supplies and materials necessary to enable the student to function effectively. There will be adequate provisions for safeguarding confidential materials, such as case files, client files, client records, and student records.

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

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

e. The Facility shall permit Students to assist with Clinical Rotations on an academic basis, or other ancillary health care services to Facility patients, but the Facility may restrict their activities, including any patient care activities.

f. The Facility shall provide parking in designated areas for Students.

g. 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 administrations' regular business hours, subject to requirements of patient confidentiality legal compliance requirements of the Facility and minimizing disruption or interference with Facility operation, including patient care activities.

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

i. The Facility shall make available emergency care and treatment to Students, subject to its usual charges which will be the Student's responsibility.

j. The Facility has provided the Field Instructor 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.

5. Conflicts and Removal of Students. If a conflict arises between an employee of the Facility, on the one hand, and Student, on the other, the Field Instructor and Field Liaison shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student 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. In addition, upon receipt of the Roster or at any time after a Clinical Rotation begins, the Facility may refuse to allow any Student or Instructor to participate in the Clinical Rotation if the individual has an unfavorable record from previous employment, another clinical rotation or any other reason.

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. No student will be under the age of 18.

b. Students are required to wear uniforms with name badges issued by the School, be well-groomed and present 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 in the applicable field if required by Oklahoma law; 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 Field 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 Field 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, Instructors, and Students have not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f). The School will notify Facility immediately if School, an Instructor or a Student is excluded or debarred from a federal health care program.

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 becomes inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. The School is the employer of the Field Instructor. The School shall be responsible for (a) the compensation and benefits payable and made available Field Instructor and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. State-Operated Institutions. This provision is applicable to Schools that are owned and operated by the state of Oklahoma. The School represents that it and its faculty are self-insured according to the Oklahoma Government Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students. The Facility shall maintain insurance amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students to maintain, and each Student shall continuously maintain 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 arrange for the students to 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 policies shall provide that they may not be cancelled or terminated without giving the Facility at least thirty (30) days advance notice of cancellation or termination.

b. 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 with such coverage, 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 thirty (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. Immediate Termination. 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 either the Student or School, as applicable 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; or, (III) the School fails to provide the information requested in this Agreement on Clinical Instructors, Instructors and/or Students prior to the beginning of a Student's Rotation(s).

b. Termination with Notice. 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 thirty (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 thirty (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, cost, 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 ventures. 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 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. A copy of the Notice for Facility must also be sent to Broken Arrow Public Schools, 701 South Main, Broken Arrow, OK 74012

13. Confidentiality. The School shall require Field 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, Field 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 Field 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. The School, 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 on behalf of the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. Compliance. The School represents and warrants that it has not, nor have any of its employees, agents, contractors, or other persons working for School (I) been excluded, debarred or otherwise made ineligible to participate in any Federal healthcare programs as defined in 42 USC 1320a-7b (f) (the "Federal healthcare programs"); (II) been convicted of a criminal offense related to the provision of healthcare items or services which would trigger exclusion from participation in the Federal healthcare programs; and (III) been under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the terms of the Agreement and School shall immediately notify Facility of any change in the status of the representation and warranty set forth in this section. If School becomes excluded from Federal program participation, this Agreement may be terminated immediately by Facility for cause. If an individual working for School becomes excluded, School shall remove such individual immediately from performing any work for or at Facility. If School fails to remove such individual, this Agreement may be terminated immediately by Facility for cause.

School shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to this facility, which shall include, but not be limited to:

1. Centers for Medicare and Medicaid Services' (CMS) Hospital Conditions for Participation.
2. Oklahoma State Department of Health Hospital Standards; and the
3. Joint Commission on Accreditation of Healthcare Organizations (JCAHO)/National Patient Safety Goals.

16. Should any change of control of Facility or School take place, either party shall have the right to terminate this Agreement upon written notice by Facility or School to the other party. For purposes of this Agreement, a "change in control" of Facility or School shall be deemed to have

occurred to the extent there is a change in ownership and/or control over ten percent (10%) or more of the aggregate membership interests in Facility or School.

17. 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, along with all like property, shall remain the sole property of the Facility.

18. 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. 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 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.

19. 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.

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

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

22. 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.

23. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Oklahoma and any action brought with respect to this Agreement shall be brought in Tulsa, Oklahoma.

24. 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.

25. 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.

26. 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.

SCHOOL:

ORAL ROBERTS UNIVERSITY

By: *Kathaleen Reid-Martinez*
Kathaleen Reid-Martinez, Ph.D., Provost

ANNA VAUGHN COLLEGE OF NURSING

By: *Kenda Jezek*
Kenda Jezek, Ph.D., R.N., Dean

Address: 7777 South Lewis Avenue
Tulsa, Oklahoma 74171

FACILITY:

BROKEN ARROW PUBLIC SCHOOLS

By: _____

Address: 701 South Main
Broken Arrow, OK 74012