

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 5-26-2022

Contract/Agreement Vendor: Northeastern State University - Ashley Talburt

Name of Vendor & Contact Person

talburta@nsuok.edu

Vendor Email Address

Memorandum of Understanding for Speech Language Pathologist

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Approve/Speech Language Pathologist Interns

Reason/Audience to benefit

6-27-2022

BOE Date

\$ 13.95

Amount of agreement

Person Submitting Contract/Agreement for Review: Lindsay Drake/Becky Bishop

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Lindsay Drake

Does this Contract/Agreement utilize technology? YES NO

If yes, Technology Admin: _____

Leadership Team Member: [Signature]

Funding Source: 180

Fund/Project

FUNCT 2571 OBJ 340

OCAS Coding

Consent

Action

Accept and approve the RENEWAL Agreement between Broken Arrow Public Schools and Northeastern State University, to allow Speech Language Pathologist students the ability to complete their fieldwork/clinical experiences within BAPS. Cost to the District is \$13.95 for criminal background checks per speech language pathologist.

The agreement between the district and Northeastern State University will continue for the 2022-2023 school year.

Summary

This area must be complete with full explanation of contract

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.

CLINICAL ROTATION AGREEMENT

between

BROKEN ARROW PUBLIC SCHOOLS

and

NORTHEASTERN STATE UNIVERSITY

THIS AGREEMENT is made and entered into as of 6/1/2022 between Northeastern State University (the “School”), and Broken Arrow Public Schools, (the “Facility”).

1. Fieldwork. The School shall arrange fieldwork/clinical experiences (“Fieldwork”) for medical and allied health students (“Students”) at the Facility. The School and the Facility shall mutually determine the scope of the Fieldwork or Clinical experience, the schedule of student assignments and the number of Students who may participate in the Fieldwork.

2. Term. The term of this Agreement shall be for the period of the Fieldwork, approximately three years commencing July 1, 2022, and ending June 30, 2023, 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 Fieldwork.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (“Academic Fieldwork Coordinator”) to serve as the coordinator for the Fieldwork to work directly with Facility personnel and coordinate all the activities of Students.

b. The School shall provide a roster of the names of the Academic Fieldwork Coordinator and Students (the “Roster”), along with a rotation schedule, to the coordinator at the Facility before the Fieldwork begins.

c. For Students who will participate in the Fieldwork, 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) a 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) tetanus and T-Dap (Tetanus, Diphtheria, Pertussis), and (vii) national background check and drug screen.

d. The School shall require that each Student before beginning the Fieldwork have current American Heart CPR certification that meets standards acceptable to the Facility.

e. 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.

f. The School shall be responsible for all actions, activities and affairs of Students during the Fieldwork to the extent required by law.

g. 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, references, and all academic aspects of the Fieldwork experience.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Fieldwork Educator") for the Fieldwork and to work directly with the Academic Fieldwork Coordinator to plan and coordinate the Fieldwork. The Facility may also designate one or more employees to serve as Fieldwork Educators.

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

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

d. The Facility shall permit Students to assist in the provision of health services to Facility clients, but the Facility may restrict their activities, including any client care activities, at the Facility.

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

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 Fieldwork 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. If available, the Facility shall make available emergency care and treatment to

Students as necessary, subject to its usual charges.

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5. Conflicts and Removal of Students. If a conflict arises between an employee of the Facility, the Academic Fieldwork Coordinator and fieldwork educator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student from the Fieldwork experience 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 client, 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 Fieldwork; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Fieldwork.

b. Students are required to wear professional attire, comply with the Facility dress code, be well groomed, and wear a Student name badge or a Facility name badge as required by 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 Fieldwork any Student who is not competent or qualified to participate in the Fieldwork.

e. The School has provided the Students with initial training 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.

f. 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).

g. All information that has been furnished to the Facility concerning the School, Students and Academic Fieldwork Coordinator is true and correct in all respects.

h. 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. Insurance Coverage.

a. State-Operated Institutions. All agencies, colleges and universities of the State of Oklahoma are provided with liability coverage through the State of Oklahoma Risk Management Program which administers a self-insurance pool for all State entities under authority of 74 O.S. § 85.58 A. The State of Oklahoma enjoys sovereign immunity and waives its immunity only to the extent of the Governmental Tort Claims Act (GTCA) 51 O.S. § 151, et seq. or any other statute if such statute raises the limits of liability above those stated in the GTCA. The University does not provide professional liability insurance for Student(s). Student(s) must purchase and provide proof of professional liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Student(s) understand that if they do not provide proof of and/or maintain professional liability insurance, they will not be allowed to remain in the clinical experience.

b. Additionally, the University does not provide health care coverage for students. Insurance coverage and payment for all health care services, including but not limited to emergency health care and/or first aid treatment, is the sole responsibility of the student.

8. 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 Fieldwork 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.

9. 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.

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10. 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.

11. 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.

12. Confidentiality. The School shall, and the School must require Academic Fieldwork Coordinator, 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, Academic Fieldwork Coordinator, Instructors and Students shall not use such information except as required to provide patient care services in the Fieldwork.

13. Information Compliance.

a. The School must, and the School shall require the 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 Student may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. The School must, and the School shall require the Students to appropriately safeguard protected early intervention and education information in accordance with applicable provisions of Part C of the Individuals with Disabilities Act and the Family Educational Rights and Privacy Act. The Student may use and disclose protected early intervention information and education solely for the education and treatment purposes contemplated by this Agreement.

c. 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.

14. 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.

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15. 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.

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

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

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

19. 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.

20. 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.

21. 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

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