

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 07/11/2022

Contract/Agreement Vendor: Tulsa Community College/ Jenny Fields

Name of Vendor & Contact Person

jenny.fields@tulsacc.edu

Vendor Email Address

Clinical rotations for TCC Health Sciences students.

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.

BAPS Staff & Students

Reason/Audience to benefit

07/18/2022

BOE Date

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
 If yes, Technology Admin: _____

Leadership Team Member:

Funding Source:
Fund/Project OCAS Coding

- Consent**
- Action**

Accept and Approve NEW Agreement between Tulsa Community College and Broken Arrow Public Schools. Tulsa Community College will provide Health Science students for clinical rotations at District sites from July 1, 2022 through June 30, 2023. This is a 1 year agreement and there is no cost to the District. D. Blackburn

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

TULSA COMMUNITY COLLEGE

THIS AGREEMENT is made and entered into between **TULSA COMMUNITY COLLEGE** (the "College"), and **BROKEN ARROW PUBLIC SCHOOLS** (the "Facility") and its entities.

1. Clinical Rotations. The College shall arrange clinical rotation experience ("Clinical Rotations") for **Health Sciences students** at the Facility. The College 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 Clinical Affiliate Agreement shall be for the period of three (3) 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 Clinical Rotations.

3. Responsibilities of the College.

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

b. The College shall designate a College employee or another individual retained by the College (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.

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

d. The College shall provide a roster of the names of the Clinical Instructor, Instructors and Students (the "Roster"), along with a rotation schedule, to the Facility before the Clinical Rotations begin.

e. For each Student and on-site Clinical Instructor who will participate in the Clinical Rotations, the College shall provide to the Facility verification of the following immunizations and tests:

(i) verification that immunity requirements are met and supported by documentation for Mumps, Rubella, Rubeola, (MMR) and Varicella in accordance with CDC recommendations; (ii) Hepatitis B vaccination series (series of three or waiver); (iii) TB test within the past 12 months, and when results are positive, verification of supporting documentation for a chest x-ray and then annual medical evaluations to screen for TB symptoms, reflecting no evidence of TB disease; (iv) Tdap adult booster; and (v) annual flu shot or signed declination.

f. College will have a 10 panel drug screen and comprehensive national criminal background check run on each health sciences student prior to their first clinical rotation and a 10 panel drug screen and national background check on each on-site Clinical Instructor. The comprehensive criminal background check will include the following: (i) 7 year criminal history for each county of residence; (ii) National sexual offender registry check; (iii) Social security verification; (iv) Residency history; (v) Nationwide Criminal Records Database Search; (vi) National Wants and Warrants Search; (vii) National Healthcare Fraud and Abuse Scan (FACIS III: OIG/GSA); and (viii) OFAC/FBI Terrorist List Check. The College agrees not to refer any student/instructor with a job-related adverse finding on his/her criminal background check, and will contact the facility to discuss questionable background checks, in order to ensure the student's/instructor's eligibility to participate in the rotation.

g. The College shall require that each Student and on-site Clinical Instructor before beginning the Clinical Rotations have current American Heart Association Healthcare Provider CPR certification that meets standards acceptable to the Facility.

h. The College shall provide 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.

i. The College shall ensure that the Students have been trained in applicable CDC and OSHA regulations concerning "Occupational Exposure to Blood borne Pathogens", including training information about Blood Borne Diseases/Universal Precautions, Exposure Control Plan and Hazardous Communication Program, prior to the assignment to the Facility.

j. The College shall instruct Students that they are not permitted to perform any of the following: (i) accept orders from physicians or other health care professionals in person or by telephone or to directly call a physician or physician's office to obtain an order; (ii) double-check on medications or blood products; or (iii) begin or discontinue blood products, chemotherapy, or experimental drugs and therapies.

k. The College 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.

l. The College 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.

m. The College 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, addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations, and may include the receipt, completion and return of the Facility's Orientation packet.

d. The Facility shall permit Students and Instructors to assist in the provision of allied health care services to Facility patients, (for which the students have been prepared academically), 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 College 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 College 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, which may include an Emergency Room setting in a hospital environment or a 911 notification for other facilities. The Students and Instructors will be responsible for any charges incurred for the emergency care and treatment.

i. The Facility shall not consider College faculty and Students employees of the Facility during scheduled clinical rotations. Students will not be monetarily or otherwise compensated in any way for their time spent in the clinical education practicum.

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 College 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. 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 with the Facility from previous employment, another clinical rotation, or any other reason.

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

a. Each Student is currently enrolled at the College. 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 College, 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. The College 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.

d. The Instructors are duly licensed to practice 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.

e. 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.

f. The College, Instructors and Students have received 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.

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

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

i. 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 College shall immediately notify the Facility.

7. Employees of the College. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the College, and not the Facility, is the employer of the Instructors and Clinical Instructors. The College 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 for State-Operated Institutions.

a. This provision is applicable to Colleges that are owned and operated by the State of Oklahoma. The College represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The College agrees to furnish verification of professional liability insurance covering the participating Students. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the College 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 \$5,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. The College 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 30 days advance notice of cancellation or termination.

b. The College affirms that its employees and agents who will be on the Facility's property and acting in accordance with this agreement are covered by the College's Workers Compensation Insurance as required by law and shall in no event be entitled to any such coverage from the Facility.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the College upon the occurrence of any of the following events: (i) the failure of the College to maintain insurance coverage as required by this Agreement; or (ii) the College fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the College to remove a Student for reasons permitted under this Agreement; or (iii) College fails to provide the information requested in this Agreement on Instructors and/or Students prior to the beginning of a Student's Rotation(s).

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 omissions 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 College is an agency or institution of the State of Oklahoma, the College's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the College 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 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 College shall, and the College 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 College or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The College, 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 College must, and the College 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 College 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 College becomes aware; and (iv) require that any agents, including a subcontractor, to whom the College provides protected health information received from, or created or received by the College 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 Clinical Instructors, Instructors and Students have been screened against the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "Exclusion Lists") and neither the School nor any Clinical Instructor, Instructor or Student has been excluded, debarred, suspended or otherwise ineligible to participate in any Federal healthcare program, as defined in 42 U.S.C. § 1320a-7b(f), or has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). The School represents and warrants that if at any time during the term of this Agreement the School or any Clinical Instructors, Instructors or Students becomes an Ineligible Person or is threatened with becoming an Ineligible Person, School shall immediately notify System of same.

16. Change in Control. Should any change of control of Facility or College take place, either party shall have the right to terminate this Agreement upon written notice by Facility or College to the other that such change of control has taken place, or upon receipt of either party or other definitive information reflective of any such change in control. For purposes of this Agreement, a "change in control" of facility of College 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 College.

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 College, 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 College, 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 College 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 College permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the College 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 College shall, and the College must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the College 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 the 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. Any action arising out of or relating to this agreement or to its breach shall be brought only in the federal or state courts sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. Nothing contained herein shall constitute a waiver by Tulsa Community College of sovereign immunity or of immunity or benefits afforded by the Eleventh Amendment to the constitution of the United States of America.

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 College 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

COLLEGE

TULSA COMMUNITY COLLEGE

By Jenny Fields
Jenny Fields, DNP, RN
Dean, School of Health Sciences

07/11/2022
Date

Address: Tulsa Community College-Metro Campus
909 South Boston Avenue, MP 256
Tulsa, Oklahoma 74119

Phone: 918-595-7075

Email: jenny.fields@tulsacc.edu

FACILITY

BROKEN ARROW PUBLIC SCHOOLS

List of Entities Covered:

Signature: _____ Date: _____
Title: _____
Print Name: _____
Address: _____
County: _____
Phone: _____ Fax: _____
Email: _____

