

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 06/13/2024

Contract/Agreement Vendor: University of Oklahoma College of Nursing/ Lisa Merrell

Name of Vendor & Contact Person  
 lisa-merrell@ouhsc.edu  
Vendor Email Address

Clinical rotations agreement for OU nursing 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 Students & Staff**

Reason/Audience to benefit

06/24/2024


BOE Date

**\$ 0.00**


Amount of agreement

Person Submitting Contract/Agreement for Review: Rachel Kaiser

**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: \_\_\_\_\_

Cabinet Team Member: 

Funding Source: \_\_\_\_\_ Fund/Project  
 \_\_\_\_\_ OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and the Board of Regents of the University of Oklahoma, Health Sciences Center for the University of Oklahoma College of Nursing. The agreement provides OU College of Nursing students the opportunity to complete clinical rotations at District sites. The agreement term shall begin on July 1, 2024 and end on June 30, 2025. There is no cost to the District. R. Kaiser

**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.*

## **AGREEMENT**

Between

The Board of Regents of the University of Oklahoma, Health Sciences Center  
for

The University of Oklahoma College of Nursing  
and

**BROKEN ARROW PUBLIC SCHOOLS**

**THIS AGREEMENT**, made and entered into as of this **1<sup>ST</sup> day of JULY 2024**, between The Board of Regents of the University of Oklahoma, a constitutionally created entity by the state of Oklahoma, for the University of Oklahoma College of Nursing, hereinafter referred to as **SCHOOL** and **BROKEN ARROW PUBLIC SCHOOLS, BROKEN ARROW, OKLAHOMA**, hereinafter referred to as **AGENCY**. **AGENCY** and **SCHOOL** collectively to be known as “Parties” and individually as a “Party.”

### **WITNESSETH:**

**WHEREAS, AGENCY** is desirous of assisting **SCHOOL** in the development of a program for individuals to earn a degree in nursing, and

**WHEREAS, SCHOOL** recognizes the need for such a program to be established to meet the needs for the local and national community and in the interest of assisting the health care community. The **SCHOOL** is agreeable to establish such a program with the **AGENCY'S** assistance and participation which shall be limited to functions as set out herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between **AGENCY** and **SCHOOL**, as follows, to-wit:

1. **AGENCY** will make available to **SCHOOL** the facilities and patient care situations to conduct patient care clinical laboratories for students participating in the nursing program.
2. The administration of the total operation at the **AGENCY** shall be the responsibility of and under the control and supervision of **AGENCY** and shall be administered through the staff.
3. The administration and general supervision of the **SCHOOL** instruction shall be the responsibility of and under the control and supervision of the **SCHOOL** and shall be administered through the **SCHOOL** staff.
4. Prior to the first clinical experience, the **SCHOOL** will provide the following information about the participants to the **AGENCY**:
  - 4.1 Student's name
  - 4.2 Schedules and activities to be carried out in the clinical area throughout the experience
  - 4.3 Theory and clinical objectives
  - 4.4 Faculty member's name, address, office and home telephone numbers
  - 4.5 Information on physical and educational requirements per **AGENCY** policy

5. The **SCHOOL** will assume administrative responsibility for providing qualified and competent clinical instructors. The **SCHOOL** shall also assume academic responsibility for all classroom and clinical instruction of the **SCHOOL** students.
6. The responsibility for selecting student experiences, planning the schedule of student assignments and the number of students receiving clinical experiences at **AGENCY** will be mutually agreed upon by **AGENCY** and **SCHOOL**.
7. **AGENCY** will designate a representative to work jointly with the Administration of **SCHOOL** and said **AGENCY'S** representative will serve in a liaison capacity with **SCHOOL** faculty. The **AGENCY** and **SCHOOL** representatives will evaluate the clinical experience to determine performance improvement outcome.
8. The **AGENCY** shall, on reasonable advance notice, permit inspection of clinical facilities, records, or other items relating to the clinical teaching experience of students, by the **SCHOOL** and/or its accrediting agencies.
9. **SCHOOL** will assume full academic and administrative responsibility for the planning and execution of the educational program in nursing, including, but not limited to, administration, programming, curriculum content, faculty appointments, requirements for student admission, matriculation, promotion and graduation.
10. Should the occasion arise, all **SCHOOL** students and clinical instructors will be furnished emergency care and treatment as is available by the **AGENCY** until the individual can be transferred to the care of a personal physician. Charges for such care provided to **SCHOOL** students or faculty are the responsibility of the individual student or faculty.
11. **SCHOOL** is self-insured in accordance with the terms of the Oklahoma Governmental Tort Claims Act, 51 Okla. St. §§ 151 et seq. Students participating in the educational experience at Facility shall carry professional liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. **SCHOOL** agrees to furnish verification of liability insurance covering the participating Students upon request. **AGENCY** certifies that it shall maintain, for the duration of this Agreement, insurance, or a program of self-insurance, in an amount that will be adequate to cover its respective obligations and/or risks hereunder, or as otherwise provided by Oklahoma State law. Upon request, **AGENCY** will provide **SCHOOL** proof of insurance showing that such insurance is in place. Should any Party have their policy cancelled or terminated, they shall notify the other Party within ten (10) days and pursue reinstatement. Either Party is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Either Party is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
12. **SCHOOL** shall direct both students and instructors to comply with the applicable published rules and regulations of **AGENCY**, including **TJC (The Joint Commission) or equivalent accrediting body, as applicable to AGENCY**. **AGENCY** will be

responsible for providing orientation to instructors and students as to rules and regulations of the **AGENCY** and any changes thereto.

13. **SCHOOL**, along with **SCHOOL'S** students, shall respect and conscientiously observe the confidential nature of all information which may come to either or all of them, individually or collectively, with respect to patients and patients' records. The attached Trainee Confidentiality Agreement must be signed by each student and faculty member (if any) sent to **AGENCY**. Each Party agrees to observe, maintain and require the confidentiality of the other Party's confidential and proprietary information to the extent provided by law. **AGENCY** acknowledges that **SCHOOL** is a state entity covered by the Oklahoma Open Records Act, provisions of which may govern the release of certain information. To the extent **SCHOOL** is required and/or requested to disclose information, School will provide **AGENCY** reasonable notice to allow sufficient time to take legal or other action to prevent such disclosure.
14. **SCHOOL** accepts the condition that no student or **SCHOOL** faculty member is to be considered an employee of the **AGENCY** under this Agreement. It is understood by the Parties that the **AGENCY** will not be paid for its services or for the use of its facilities, nor will the **SCHOOL** faculty or the students receive any monetary compensation whatsoever from **AGENCY** for their involvement with this contract.
15. **AGENCY** may exclude from the clinical experience any student or faculty whose professional conduct or health status is a detriment to the successful completion of the clinical experience or the welfare of the patients, or whose performance continues to fall below the level required to do practice. However, **AGENCY** must first notify the **SCHOOL** of the problems thereby affording the **SCHOOL** an opportunity to address and correct such problems.
16. **SCHOOL** and **AGENCY** will mutually agree to appropriate attire, including identification badges for students and faculty, which will meet **AGENCY** standards.
17. This Agreement shall be effective **JULY 1, 2024**, and shall continue until **JUNE 30, 2025**. It may be terminated by either Party upon ninety (90) days written notice thereof; provided, however, that students shall be allowed to complete their clinical experiences should termination occur during a semester. Either Party may terminate the Agreement immediately in the event of material breach of the Agreement.
18. The **AGENCY** has complete responsibility for the quality of nursing care rendered to patients.
19. This Agreement and/or rights, duties and obligations hereunder may not be assigned by either Party.
20. This Agreement and any disputes arising under it shall be governed by the laws of the State of Oklahoma, without regard to its choice of law provision. The validity, construction, and enforcement of this Agreement shall also be governed by the laws of the State of Oklahoma, without regard to its choice of law provisions. The Parties agree that any legal action relating to this Agreement shall be filed in a court of competent

jurisdiction in the State of Oklahoma, to which jurisdiction and venue the Parties expressly agree.

21. If a dispute arises out of or in connection with this Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. All information exchanged during this meeting or any subsequent dispute resolution process shall be regarded as "without prejudice" communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
22. **As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The Parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the Parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the Parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.**
23. In accordance with federal law, **AGENCY** acknowledges and agrees that **SCHOOL** may have legal obligations to investigate and remedy potential harassment or discriminatory actions taken against its students or employees while they are engaged in the clinical rotation at **AGENCY**. **AGENCY** agrees to cooperate with **SCHOOL** in any such investigation and agrees to take remedial actions to ensure such harassment or discrimination ceases. If **SCHOOL** determines that the remedial action taken or proposed by **AGENCY** is not acceptable, **SCHOOL** may terminate this Agreement immediately.
24. As applicable, should the **SCHOOL** or the **SCHOOL'S** students provide the **AGENCY** confidential information, as defined by applicable law, in paper or electronic form, including "personally identifiable information" from student education records as defined and protected by the Family Educational Rights and Privacy Act (FERPA), 34 CFR §99.3, **AGENCY** certifies that it shall maintain the confidential information, as required by applicable Oklahoma and Federal law and that it shall not re-disclose personally identifiable information except as permitted or required by the Agreement, or directed by FERPA or by other applicable laws. **AGENCY** shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. **AGENCY** shall extend these measures by contract to all subcontractors used by **AGENCY**. Failure

Nursing Student Affiliation Outgoing REV 11.13.23

to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with **AGENCY** for a period of at least five (5) years from the date of the violation. If **AGENCY** becomes aware of a security breach relating to this information, **AGENCY** shall immediately notify the **SCHOOL** and shall fully cooperate with the **SCHOOL**. **AGENCY** shall indemnify **SCHOOL** for any breach of confidentiality by it, its employees, agents and/or subcontractors, and the failure to uphold its responsibilities to protect confidential information.

25. The performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party's reasonable control, including, but not limited to: hurricanes, National Weather Service named weather events, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate this Agreement.
26. To the extent allowed by law, neither Party hereto assumes any liability for the acts or omissions of the other Party's employees, Students or agents. Each Party agrees to accept and to be responsible for its own acts and/or omissions and those of its employees, Students and agents in the performance of the obligations hereunder. School is a constitutionally created entity of the state of Oklahoma and the Oklahoma Governmental Tort Claims Act, 51 Okla. St. 2001 §§ 151 et seq. shall govern the School's liability.
27. By executing this Agreement, the Parties, including permitted subAgreements, certify that the Parties are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any State or Federal department or agency. Should any of the Parties become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, the Party shall notify the other Party within ten (10) days.
28. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or forcibility of any other provision.
29. Any waiver by either Party of the other Party's failure to perform any provision of this Agreement is not a waiver of a right to subsequently insist on performance or pursue any remedy for that failure.
30. The relationship between the Parties is that of independent contractor not employer/employee, joint venture, agent or business partners and nothing in this Agreement shall be construed to make either party the legal representative or agent of



**COLLEGE OF NURSING**  
**OUTGOING TRAINEE CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement ("Agreement") is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_ ("Facility") and \_\_\_\_\_, ("Affiliate"), a \_\_\_\_ trainee \_\_\_\_ faculty member at the University of Oklahoma Health Sciences Center ("OUHSC").

Affiliate acknowledges that as a result of the clinical and related educational activities he or she will undertake at or through Facility, Affiliate may have access to confidential information, including patient identities and health information. Affiliate shall hold confidential all identifiable patient and Facility information obtained as a participant in these activities and will not disclose any personal, medical, financial, or related information to third parties, including family members, students, faculty members, or other health care providers without prior written approval of the supervisor or course coordinator. Affiliate is committed to protecting from any disclosure, whether written or oral, any and all confidential information that Affiliate may come into contact with. Affiliate may not view, copy, or remove from the premises patient schedules, procedure schedules, patient medical records, or similar documents, except as permitted under this Agreement and any related affiliation agreements. Affiliate may not use any confidential information in presentations, reports, social media, or publications of any kind without prior written approval of the supervisor or course coordinator.

Affiliate will not bring to Facility the confidential information of OUHSC or store such in or on Facility property without prior written approval of the supervisor or course coordinator.

Affiliate will not use or disclose patient information in a manner that would violate the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Affiliate acknowledges that any breach of confidentiality or misuse of confidential information may result in termination of Affiliate's participation hereunder and in other actions deemed necessary by Facility. Unauthorized disclosure may cause irreparable injury to the owner of the information.

I have read these terms and I understand and agree to abide by them. I also understand I may have additional obligations or limitations under the related Affiliation Agreement between OUHSC and Facility.

\_\_\_\_\_  
Affiliate Printed Name

\_\_\_\_\_  
Affiliate Signature

\_\_\_\_\_  
Date

Nursing Student Affiliation Outgoing REV 11.13.23