

**TULSA TECHNOLOGY CENTER
HEALTH SCIENCES**

CLINICAL ROTATION AGREEMENT

THIS AGREEMENT is made and entered into as of July 1, 2024 between Tulsa County Technology Center School District No. 18 a/k/a **Tulsa Technology Center** (the “School”) and **City of Broken Arrow** (the “Facility”).

1. Clinical Rotations. The School shall arrange clinical rotation experience (“Clinical Rotations”) for Tulsa Technology Center students (“Students”). Specific programs included in this Agreement are identified in the attached Exhibit “A”. 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 parallel the District’s fiscal year and for the period of the Clinical Rotation or Rotations, commencing **July 1, 2024** and ending **June 30, 2025** (the “Term”), unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall automatically renew for successive one (1) year periods unless one party notifies the other, in writing, at least thirty (30) days in advance, of its intent to terminate this Agreement. Notification by a party of its intent to terminate this Agreement shall not adversely affect students currently enrolled and participating in Clinical Rotations.

3. Responsibilities of the School.

- a. The School shall designate a School employee or another individual retained by the School (the “School Coordinator”) to serve as the coordinator for the Clinical Rotations and to work directly with Facility personnel to coordinate all the activities of Students.
- b. The School shall designate one or more of its instructors or faculty members (“Instructors”) to instruct and supervise Students during the Clinical Rotations.
- c. The School shall provide a roster which includes the names of the Instructors and Students (the “Roster”), along with a rotation schedule, to the Facility before the Clinical Rotations begin.
- d. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide to the Facility verification of immunizations and tests pursuant to the *CDC Guidelines for Healthcare Workers* or any standards acceptable to the Facility.

- e. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide the Facility verification of a national background check confirming that students meet the standards acceptable to the Facility. The national background check includes, but is not limited to, Medicare/Medicaid fraud and abuse, OIG exclusion, violent and Sex Offender Registry, Homeland Security, Residence history nationwide and Nationwide Wants and Warrants.
- f. The School shall require that each Student, before beginning the Clinical Rotations, has undergone a substance abuse test and meet the standards acceptable to the Facility.
- g. The School shall require that each Student and Instructor have current CPR certification that meets standards acceptable to the Facility before beginning the Clinical Rotations.
- h. The School shall instruct Students that they are not permitted to accept orders from physicians or other health care professionals 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, the School Coordinator and all Instructors during the Clinical Rotations, to the extent required 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 other 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 School Coordinator and Instructors to plan and coordinate the Clinical Rotations. The Facility may also designate one or more employees to serve as Facility Instructors.
- b. The Facility shall provide the School Coordinator 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 School Coordinator that includes a tour of the Facility and addresses particular procedures of the Facility or any

department pertinent to the Clinical Rotations.

- d. The Facility shall permit Students and Instructors to assist in providing nursing or other ancillary health care services to Facility patients, but the Facility may restrict these activities, including any patient care activities, at its discretion.
- e. The Facility shall provide parking in designated areas for Students and Instructors.
- f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's sites and records relating to the Clinical Rotations on reasonable notice. These activities shall occur during the Facility administration's regular business hours, shall be subject to requirements of patient confidentiality, comply with the Facility's legal obligations, and minimize disruption or interference with Facility operations, including patient care activities.
- g. The Facility shall make its classrooms, conference rooms and library facilities available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of its facilities.
- h. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges, which shall be the personal obligation of the treatment recipient.

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

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

- a. Each Student is currently enrolled at the School. Students who are under eighteen (18) years of age have obtained written permission of a parent or guardian to participate in the Clinical Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Clinical Rotation.
- b. Students are required to wear uniforms with name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.
- c. Students may perform only duties and procedures for which they have been academically prepared.

- 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 (including the School Coordinator) are duly licensed to practice in Oklahoma in the health career area for which the Clinical Rotation is conducted; the license of each Instructor is unrestricted; and each Instructor must keep his or her license current, in good standing and unrestricted during the entire term of this Agreement.
- f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.
- g. The School has provided the School Coordinator, Instructors, and Students with training on the Facility's policies and procedures regarding protected health information. This training was adequate for them to carry out the activities contemplated by this Agreement and to comply with the applicable provisions of the Health Information Portability and Accountability Act of 1996 and its amendments and regulations (HIPAA).
- h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 U.S.C. § 1320a- 7b(f).
- i. All information that has been furnished to the Facility concerning the School, Students, School Coordinator and Instructors is true and correct in all respects, to the best of the School's knowledge.
- j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, to the best of the School's knowledge and information, the School shall immediately notify the Facility.

7. Employees of the School; Employees of the Facility. The School, and not the Facility, shall be the employer of the School's Instructors and its School Coordinator. The School shall be responsible for (a) the compensation and benefits payable and made available to its Instructors and School Coordinator, (b) withholding any applicable federal and state taxes and other payroll deductions as required by law, and (c) any workers' compensation obligations. The Facility shall be responsible for (a) the compensation and benefits payable and made available to the Facility's designated Instructors and Coordinator, (b) withholding any applicable federal and state taxes and other payroll deduction as required by law, and (c) any workers' compensation obligations.

8. Insurance Coverage. The School is a political subdivision of the State of Oklahoma. As such, the School and its personnel are covered by the liability limitations and immunity provisions set forth in the Oklahoma Governmental Tort Claims Act (GTCA). The School's insurance shall provide coverage that is no less than the liability limits included in the GTCA, and the School shall have no insurance obligations other than those in the GTCA.

During the term of this Agreement, the School will maintain professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate on behalf of the participating Students. Upon request, the School will 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. Facility shall maintain professional liability insurance sufficient to cover its Instructors and Coordinator under this Agreement, and shall maintain insurance in amounts sufficient to cover its responsibilities included in this Agreement.

Notwithstanding coverage in any insurance policy applicable to this Agreement or any other provision or sub-provision in this Agreement, Tulsa Tech does not waive the liability limits set forth in OKLA. STAT. tit. 51, § 154, nor does it consent to greater liability than that set forth in OKLA. STAT. tit. 51, § 154. City of Broken Arrow acknowledges and agrees any insurance policy under which Tulsa Tech or a Tulsa Tech instructor, Clinical Education Supervisor, or other Tulsa Tech employee is an insured does not increase Tulsa Tech's liability beyond the maximum liability set forth in OKLA. STAT. tit. 51, § 154. For any alleged negligent actions or omissions of Tulsa Tech's employees, City of Broken Arrow shall not pursue damages against Tulsa Tech that exceed the liability set forth in OKLA. STAT. tit. 51, § 154.

9. Termination.

- a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School in writing to remove a Student for reasons permitted under this Agreement.
- b. Termination without cause. Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Notification by a party of its intent to terminate this Agreement shall not adversely affect students currently enrolled and participating in Clinical Rotations.
- c. Avoidance of Interruption of Clinical Rotation. The School and Facility will make every effort to avoid termination of this Agreement if the effective date of the termination would disrupt Students' completion of a Clinical Rotation in progress at the time termination is initiated by the School or Facility.

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. The School is a political subdivision of the State of Oklahoma, and 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 otherwise engaged in a joint

venture. Neither party shall incur any financial obligation on behalf of the other.

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

13. Confidentiality. The School shall require School Coordinators, Instructors and Students to keep confidential and not divulge to anyone else any of the proprietary or 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, School Coordinator, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations. Likewise, the Facility and its Coordinator, Instructors and other officials associated with Clinical Rotations shall keep confidential and not divulge to anyone else any of the confidential information of the School, including Student, Instructor and School Coordinator information, unless such information is required to be disclosed by law or by a judicial, administrative or regulatory authority. Facility, Facility Coordinator and employees of the Facility shall not use such information except as required to perform their obligations under this Agreement.

14. HIPAA Compliance.

- a. The School shall require the School Coordinators, Instructors and Students to, appropriately safeguard the protected health information of patients, in accordance with applicable provisions of HIPAA and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.
- b. With respect to information obtained or received from the Facility, the School shall:
(i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents to whom the School provides protected health information (regardless of the entity which created or provided the information), including subcontractor, agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. FERPA Compliance. Facility agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (FERPA), as well as other relevant laws and regulations applicable to the confidentiality of student education information and records. Facility acknowledges that during the course of Clinical Rotations it may have or obtain access to confidential education records, as defined by FERPA, and Facility agrees that it will not disclose any such education information or records except to perform its duties under this agreement or as required by law.

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

17. Non-Discrimination. The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of age, race, color, religion, sex, national origin, ancestry, military status, sexual orientation, gender expression or identity, genetic information or disability in the employment, training, or promotion of students or personnel engaged in the performance of the Agreement.

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

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

20. No Assignment. Neither party may assign its rights nor delegate its duties under this Agreement without the prior written consent of the other.

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

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

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

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

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

Approved as to form

FACILITY: **City of Broken Arrow**
220 S. First Street
Broken Arrow, OK 74012

Danny Littlefield
Danny Littlefield 6/11/2024

Deputy City Attorney City of Broken Arrow

By *Michael Spurgeon* Michael Spurgeon 6/11/2024
City Manager City of Broken Arrow Date

By *Jeremy K. Moore* Jeremy K. Moore 6/11/2024
Fire Chief City of Broken Arrow Date



Curtis Green 6/12/2024

City of Broken Arrow City Clerk

SCHOOL: **Tulsa Technology Center**
Attn: Dr. Stephen Tiger, Superintendent/CEO
3638 South Memorial Drive
Tulsa, OK 74145

By _____
Dr. Jim Baker Date
President, Board of Education

By _____
Dr. Russell Prentice Date
Director – Health Sciences Center

EXHIBIT A:

TULSA TECHNOLOGY CENTER – HEALTH SCIENCES Agreement:

- Emergency Medical Services