

## CLINICAL ROTATION AGREEMENT

THIS AGREEMENT is made and entered into effective as of July 1, 2016 between the Board of Regents of the University of Oklahoma on behalf of Rogers State University (the "School"), and City of Broken Arrow (the "Facility").

WHEREAS, the Facility owns and operates a teaching Facility at Broken Arrow Fire Department.

WHEREAS, the School enrolls students in need of quality clinical education experience in order to complete their professional development;

WHEREAS, each party desires to enter into an agreement under which students may receive clinical education experiences;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Clinical Rotations. The School shall arrange clinical rotation experience ("Clinical Rotations") for EMS 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 one (1) year, commencing July 1, 2016 and ending June 30, 2017, unless terminated earlier as provided in this Agreement.

3. Responsibilities of the School.

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

b. The School shall designate one or more of its instructors or faculty members ("Instructors") to instruct and supervise the associate degree seeking Students during the Clinical Rotations.

c. The School shall provide a roster of the names of the Clinical Instructor, Instructors and Students (the "Roster"), along with a rotation schedule, to a person designated by the Facility ("Facility Coordinator") before the Clinical Rotations begin. School is responsible for notifying the Facility Coordinator of changes in the Roster or Clinical Instructors.

d. For each Instructor and Student who will participate in the Clinical Rotations 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) negative PPD, negative QuantiFERON-TB Gold, or chest x-ray which is required "only" if there is a positive PPD. Then a letter of public clearance is required.; (iii) MMR vaccination(s) or positive titer(s); (iv) written

verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician's designee; (v) a 10-panel drug screen; and (vi) a background check, which School shall require students submit to Facility, in a timely manner. Facility will not share the contents or results of the criminal background check with the School or any of its employees other than notifying school of any final decision by the Facility regarding acceptance or rejection of the Student.

e. The School shall require that each Student before beginning the Clinical Rotations have current CPR certification that meets standards acceptable to the Facility.

f. 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.

g. 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.

h. 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.

i. The School 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.

j. 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.

#### 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 and addresses procedures of a particular Facility department pertinent to the Clinical Rotations, as requested to assure an appropriate orientation.

d. The Facility shall permit Students to assist in the provision of EMS or other ancillary health care services to Facility patients, 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 School and its accreditation agencies to visit, tour and inspect the Facility 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 classrooms, conference rooms and the library available to the School for the Clinical Rotations, without charge, subject to availability and Facility policies regarding use of these resources.

h. Should the occasion arise, all Students and Clinical Instructors will be furnished emergency care and treatment by the Facility until the individual can be transferred to the care of a personal physician. Emergency care and treatment provided to Students are to be charged to them as determined by the Facility.

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 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. 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 nondiscriminatory reason.

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

a. Each Student is currently enrolled at the School. Students must be 18 years of age 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. 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 School has provided the Clinical 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 Insurance Portability and Accountability Act of 1996 and implementing regulations ("HIPAA").

f. 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(D).

g. The Instructors are experienced to practice as a Paramedic 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 terms of this Agreement.

h. Instructors are experienced, qualified and currently competent to provide the services that are required for them for the Clinical Rotations and any services required of them under this Agreement.

i. All information that has been furnished to the Facility concerning the School, Students and instructors is true and correct in all respects.

i. All representatives in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Clinical Instructors. The School 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.

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 Governmental Tort Claims Act. The School agrees to furnish verification of professional liability insurance covering the participating Students and Instructors. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement. During the term of this Agreement, the School shall require Students and Instructors to maintain, and each Student and Instructor 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. In addition, the School shall maintain excess insurance coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits are exhausted. 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 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, and with such coverages as may be acceptable to the Facility. In addition, the School shall maintain excess insurance coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits are exhausted. 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 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. 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 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.

c. Termination Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. In the event that this Agreement is terminated, Students who are participating in the Clinical Experience at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

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 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 venturers. 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 mail, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality.

a. The School shall, and the School 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) in the case of non-patient information, 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, Clinical Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

b. As applicable, should the School or the School's students provide the Facility 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, Facility 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. Facility shall develop, implement, maintain and use appropriate security measures to preserve the confidential information. Facility shall extend these measures by contract to all subcontractors used by Facility. If Facility becomes aware of a security breach relating to this information, Facility shall immediately notify the School and shall fully cooperate with the School. Facility 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.

#### 14. HIPAA Compliance.

a. The School must, and the School shall require the Clinical Instructors, 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 protected health information solely for the education and treatment purposes contemplated by this Agreement and may not disclose such information to any third parties except as necessary to treat a patient or as required by law.

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 received from, or created or received by the School on behalf the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information.

15. 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.

16. 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 ED 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 Facility, nor will the School permit its employees to perform their services at any location where segregated Facility 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 D.S.C. Section 4212.

17. Facility Policies and Procedures. The School shall comply, 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.

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

19. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, except that Facility may assign its interest or delegate the performance of its obligations to an Affiliate without the consent of School. "Affiliate" is defined as any entity related to Facility through common ownership or control.

20. 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.

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

22. 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.

23. 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.

24. 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.

25. Miscellaneous. In accordance with federal law, Facility 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. Facility 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 Facility is unacceptable, School may terminate this Agreement immediately.

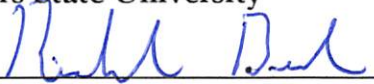
**[signature to follow on next page]**



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

**SCHOOL:**

**Rogers State University**

By: 

Dr. Richard Beck  
Vice President, Academic Affairs

**Address:**

1701 W. Rogers Blvd.  
Claremore, OK 74017

**FACILITY:**

By: \_\_\_\_\_

Craig Thurmond  
Mayor, City of Broken Arrow

By: 

Kim Slinkard  
Assistant City Attorney

Attest:

By: \_\_\_\_\_

Lisa Blackford  
City Clerk

**Address:**

P.O. Box 610  
Broken Arrow, OK 74013