

AGREEMENT

between

BACONE COLLEGE  
MUSKOGEE, OKLAHOMA  
and

Tahlequah Hospital Authority

dba

NORTHEASTERN HEALTH SYSTEM

**BACONE COLLEGE**, hereinafter referred to as the "**College**", and **Tahlequah Hospital Authority dba Northeastern Health System**, hereinafter referred to as the "**Hospital**", will continue with **AN AGREEMENT** entered into this 1st day of July, 2020. The continuation of set-forth terms and agreements will be for a period of two (2) years, covering **academic school years 2020 - 2021 and 2021 - 2022**.

The **HOSPITAL** employs, advances, admits, and treats in the employment and educational programs, all persons equally without regard to race, color, national origin, ethnic origin, sex, age, religion, handicap, or status as a veteran.

WITNESSETH

**WHEREAS**, both parties are desirous of cooperating in a plan to furnish clinical instruction to Radiologic Science students enrolled in the **College**, it is therefore agreed that both parties will abide by the following conditions:

1. The administration of the total operation at the **Hospital** shall be the responsibility of and under the control and supervision of the **Hospital** and shall be administered through the **Hospital** staff.
2. The administration, coordination, and monitoring of the College's training instruction shall be the responsibility of and under the control and supervision of the **College** and shall be administered through the **College** staff. The assignment of academic grades shall be the responsibility of the program faculty.
3. The **Hospital** staff and the **College** faculty shall cooperate in the planning and administration of a suitable program of clinical instruction for the students and the **College** will maintain proper records of each student's progress and competence.
4. The right is reserved to either party to ask to have included in the program of training and/or education any additional features which it may deem desirable. Both parties hereby agree to give reasonable consideration to any such request.
5. The character of the clinical and classroom experience and the education of the students shall be mutually acceptable to both the **Hospital's** staff and to the **College** faculty. To further this, the **Hospital** will provide competent clinical instructors. The clinical instructors should be currently registered by The American Registry of Radiologic Technologists (hereinafter ARRT) or appropriate entity.
6. The **College** shall assume the responsibility for all classroom instruction of the **College's** students.
7. The **College** shall provide orientation to the educational program for all involved **Hospital** personnel. The **Hospital** will be responsible for providing orientation to the students as to the rules and regulations of the **Hospital**.
8. The **College** agrees to have in force a liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The **College** shall furnish certificates of insurance covering all program's students and faculty members showing the





limits and amounts of such liability insurance. This insurance is subject to the approval of the **Hospital**. In the event the insurance is canceled, the **Hospital** will be given thirty (30) days notice prior to cancellation. A copy of the certificate of insurance will be provided to the **Hospital**. The **Hospital** is exempt from all claims and liability, including all of the **Hospital's** attorney's fees and costs, attributable to the acts and conduct of the **College** and its faculty and students as a result of which the **Hospital** may be named as a party.

9. The **College** shall assume the responsibility for seeing that the students comply with the rules and regulations of the **Hospital** while in the **Hospital** and ensure that students have received adequate information regarding Hazardous Materials & Communication Training and Universal Precautions Training prior to assignment to the **Hospital**.
10. The **College**, along with the 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. Students will be required to sign a Statement of Confidentiality, all other Health Insurance Portability and Accountability Act (HIPAA), and information protection documentation required by the **Hospital**.
11. The **College** shall withdraw any student/faculty member from the Clinical Setting if that student/faculty member is unacceptable to the **Hospital** for any reason including but not limited to health, performance, immaturity, inappropriate behavior, or other reasonable cause; and, in any event, the **College** shall have the right to withdraw any student/faculty member from the Clinical Setting.
12. The **College** will assume all responsibility for all students and faculty members to have current Cardiopulmonary Resuscitation (CPR) certification.
13. As allowed by law, and subject to the provisions of the Oklahoma Government Tort Claims Act, including its limits of liability and exclusions therefore, the **College** shall indemnify and hold harmless the **Hospital** and its respective directors, officers, managers, employees, agents, and representatives from any claim, loss, expense, liability, or damage (including without limitation, settlement costs and reasonable legal, accounting, and other expenses for investigation for defending actions or threatened actions) to the **Hospital** or its respective directors, officers, managers, employees, agents, or representatives arising as a result of the acts or omissions of the **College** or its employees or students.
14. **College** faculty and students cannot be considered an employee of the **Hospital** during scheduled clinical rotations.
15. This Agreement shall remain in force for two (2) academic calendar years. Either party may terminate this Agreement without requirement of "cause" by providing written notice of its intention to terminate and stating the effective date of termination, which shall be no earlier than thirty (30) days from the date the notice is delivered to the non-termination party. However, termination shall not affect those Allied Health Sciences Training students already enrolled and participating in the program until they shall have had the opportunity to complete it fully. This Agreement may be modified or revised at any time by mutual consent and in writing. Either party may immediately terminate this Agreement as a result of a breach of the Agreement by the other party; and if the **Hospital** is the termination party as a result of a material breach by the **College**, or its faculty, or its students then the teaching program may be immediately discontinued at the sole election of the **Hospital**.
16. This Agreement will cover all of the **College's** Radiologic Sciences Programs for which the **Hospital** is making facilities available for training purposes. Programs may be added to, or dropped from, the Agreement by cooperative appropriate procedures of both parties as formal amendments of the Agreement.
17. The **Hospital** will provide the use of such instructional and library resource materials as may be available. Additionally, services such as parking spaces and cafeteria facilities will be made





available to the **College's** students and faculty at the same prices charged the **Hospital's** employees and other patrons.

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18. The number of **College** students receiving training experience at the **Hospital** will be determined by the **Hospital's** representative and the appropriate counterpart of the **College**.
19. If an assigned student's work performance, achievement, or progress is unsatisfactory; or if an assigned student's behavior fails to conform to the applicable regulations of the **Hospital**; or if the assigned student's physical and/or mental health render the student unable to perform the essential requirements of the program, with reasonable accommodation, the **Hospital** may recommend to the **College** withdrawal of said student from the clinical placement. The **Hospital** will assist the **College** if necessary in implementing this recommendation. Prior to the official withdrawal, the student will be provided with a reasonable opportunity to respond to such recommendation in accordance with the applicable **College** policy and procedures. If the student's health or performance poses imminent danger to self or others, immediate suspension from clinical placement by the **Hospital** may be effected upon verbal notice to the student and the **College**. Proper withdrawal procedures should be implemented subsequent to the suspension.
20. The student will be responsible for providing his/her own transportation to the **Hospital**. Students from the **College** must have their own uniforms and not wear the **Hospital's** lab coats. The **Hospital** will not provide uniforms or lab coats.
21. The **College** will assume full responsibility for the appropriate attire of its students when they are administering patient care. In this regard, the uniform or other dress which said student shall wear shall be acceptable to the **Hospital** as well as to the **College** and **College** students shall be identified as students of the **College**.
22. The **Hospital** and the **College** will have a meeting between their respective appropriate representatives once during the contract period and more often as needed, for the purpose of evaluating programs, reviewing this Agreement, and thereupon advising the **Hospital** and the **College** as to whether or not the same would be continued.
23. A list of faculty and students enrolled will be provided to the **Hospital**. The credentials of each faculty member and student shall be provided to the **Hospital**. The credentials of each faculty member and student shall be provided by the **College** to the **Hospital** at least fifteen (15) business days prior to the individual participating in the teaching program at the **Hospital**, and the **Hospital** may refuse to grant access to the facility and program to any individual proposed for inclusion by **College** in the exercise of reasonable non-discriminatory discretion by the **Hospital**. A copy of each faculty member's ARRT registration will be provided, upon request.
24. This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, arrangements, and understandings relating to the subject matters hereof. Any modifications hereto shall be valid only if set forth in writing and signed by all parties hereto.
25. The **College's** responsibilities in the Agreement shall be controlled by the laws in force in the State of Oklahoma. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
26. The Agreement is executed in duplicate, each of which is to be regarded as an original by both parties. This Agreement has been executed as of the day and year written above.

**NOTE: The Signature Page is attached following this agreement.**