

**AGREEMENT FOR USE OF FACILITIES**

NAME OF INSTITUTIONS: Department of Fire and Emergency Services  
10 Main Street, Fire Station 1  
Rapid City, South Dakota 57701

AND The University of South Dakota  
Department of Nursing  
Vermillion, South Dakota 57069

**TERMS OF AGREEMENT**

This agreement is made and entered into by and between the University of South Dakota Department of Nursing, hereinafter referred to as the "**University**", and Department of Fire and Emergency Services, hereinafter referred to as the "**Agency**", for the purpose of providing education, instruction and clinical laboratory experience for students enrolled in the University of South Dakota Department of Nursing.

It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age or disability.

I. **PERIOD OF CONTRACT:** This contract shall begin on September 27, 2004 and remain in effect until termination as agreed upon by both parties.

II. **UNIVERSITY AND AGENCY REPRESENTATIVES:** The Administrator and/or the Director of Nursing at the Agency and the Department Chairperson at the University shall be responsible representatives of the respective institutions. Week-by-week and day-to-day planning for student assignments will be made by instructors and head nurses or supervisor of the clinical areas at a designated time.

III. **THE AUTHORITY AND RESPONSIBILITY OF THE UNIVERSITY:**

A. The University shall have full responsibility and authority to establish regulations, standards and costs governing the admission of students and to administer such policies through the personnel it may designate for this purpose. The University reserves the right to withdraw a student from the clinical portion of the program at any time if in the judgment of the responsible committee it is in the best interest of all concerned to do so.

- B. The College faculty have control of and freedom to select appropriate clinical learning experiences for students. The College faculty assumes responsibility for planning, directing, and evaluating the student's learning, i.e., to provide classroom instruction, to assume practicum responsibility, and evaluation for the student throughout the program(s).
- C. Each nursing student carries liability insurance coverage for acts of negligence or malpractice in the amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Nursing faculty, as employees of the University of South Dakota (State), are provided liability coverage under the State of South Dakota self-insured liability program which provides payment for valid tort claims against employees. The coverage amount is \$1,000,000 per accident, act, error, omission or event, which results in damages and rises within the scope of the employee's duties, and for which the employee is legally obligated to pay.

Certificate of coverage for students and faculty is available upon request.

- D. The University agrees to require all students, instructors and supervisors to comply with all Agency health policies, professional and legal standards, and particularly to require that the above personnel respect and preserve the confidentiality of all medical and personal information of Agency patients and clients.
- E. The University will direct its students to comply with the policies and procedures of Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Agency's protected health information, the trainees are defined as members of the Agency's workforce, as that term is defined by 45 CFR 150.103, when engaged in activities pursuant to this Agreement. Nevertheless, the students are not and shall not be considered to be employees of the Agency.
- F. The hospitalization and medical program care for students shall be the responsibility of the student. Student immunizations will be kept up to date and annual TB testing will be completed.

- G. The University agrees that during such times as its faculty and/or personnel are on the premises of the Agency, the University shall provide necessary worker's compensation protection as required by law. Students are regarded as volunteers and are not eligible for worker's compensation by either the University or the Agency.
- H. The University is responsible for assuring that students participate in safety/exposure control education.

IV. THE AUTHORITY AND RESPONSIBILITY OF THE AGENCY:

- A. The Agency shall allow the University students and instructors to participate in the care of patients for required clinical experience as mutually agreed.
- B. The Agency shall provide emergency care for the students and instructors in case of emergencies occurring while students are on duty. Charges rendered will be billed directly to the patients.
- C. The Agency maintains ultimate responsibility for patient care and has the authority to establish rules and regulations which govern nursing care of the patients assigned to the University nursing students and instructors.
- D. The Agency agrees to hold harmless and indemnify the State of South Dakota, the South Dakota Board of Regents, University of South Dakota, their officers, agents or employees from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of its performance of this contract. Nothing herein requires the Agency to be responsible for any action, suit, damage, liability or other proceedings that may arise as a result of the negligence, misconduct, error or omission of the State of South Dakota, the South Dakota Board of Regents, University of South Dakota, their officers, agents or employees.

V. TERMINATION AND RENEWAL:

- A. This contract will be reviewed on an annual basis and may be amended from time to time by the parties hereto. No amendment shall be binding, however, unless the same shall be in writing and signed by both parties. The contract can be terminated no later than six months prior to the opening session of any academic year upon written notice by either party.

B. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State and the University of South Dakota. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

THE AGENCY

BY \_\_\_\_\_  
(Mayor) (Date)

BY \_\_\_\_\_  
(Finance Officer) (Date)

BY \_\_\_\_\_  
(Fire Chief) (Date)

THE UNIVERSITY OF SOUTH DAKOTA

BY \_\_\_\_\_  
James W. Abbott (Date)  
President

BY \_\_\_\_\_  
June C. Larson (Date)  
Chair, Department of Nursing

BY \_\_\_\_\_  
John Williams (Date)  
Dean, Division of Health Sciences

WITNESSES TO FORM  
ATTORNEY'S OFFICE

JAC \_\_\_\_\_ 11-18-04  
Date