

NURSING EDUCATION AFFILIATION AGREEMENT

This Agreement is made and entered into by and between South Dakota State University, a public, land-grant university under the control and management of the South Dakota Board of Regents (SDBOR), with its principal address at Box 2275, Wagner Hall 255, Brookings, SD 57007 (hereafter, "University"), and Brookings School District / a public school district with [its] principal address and place of business at 2130 8th St South, Brookings, SD 57006 (hereafter, "Facility", and when referenced together with University, "Parties," or each separately, "Party").

WITNESSETH

WHEREAS, University is South Dakota's designated land grant university with a mission to serve students and clients through teaching, research and extension activities; and

WHEREAS, Facility furnishes skilled nursing and other related services in a clinical setting capable of providing a robust learning experiences for post-secondary nursing students seeking internship credit; and

WHEREAS, the Parties agree that it is of mutual interest and advantage for selected students ("Students") of the University to be provided quality clinical internship experiences at the Facility, and it is for this purpose that this Agreement has been made.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and upon good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Facility hereto agree as follows:

1. Joint Responsibilities

- 1.1. Program Coordination. University shall coordinate student performance/participation through a single University faculty charged with program oversight (the "University Coordinator"), and with an individual employee of Facility designated by Facility for such coordination (the "Facility Coordinator", and together, the "Coordinators"). University and Facility will be jointly responsible for communications associated with the planning, development, implementation and evaluation of the Program.
- 1.2. Patient Care. Facility is ultimately responsible for patient care and treatment and as such is entitled to broad discretion regarding access to their facilities and patients. Accordingly, University shall provide Facility, in advance, the names and University e-mail addresses of all students and faculty members requesting Program access to Facility's premises and patients. Facility reserves the right in its sole discretion, with or without cause, to decline such requests or discontinue the access of a student or faculty member to Facility's premises and patients.
- 1.3. Number of Internship Slots. The maximum number of students assigned to Facility during any instructional period shall be established by mutual agreement of the Parties.
- 1.4. Non-Discrimination. University, Facility, or their employees or agents, shall not, in the performance of this Agreement, harass or discriminate based on sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information, veteran status, or on any other status that may become protected under law against discrimination.

Coordinator, shall lead the Program and assume responsibility for planning, directing, and evaluating the student's learning experience, providing the classroom-based instruction component of the Program, and evaluating the student's performance throughout the Program, including any grading for academic credit.

- 2.2. Student Eligibility. The University will ensure each student participating in the Program is in good academic standing and qualified to perform/participate in the Program. Each participating student will receive instruction in the practice of standard precautions for the transmission of pathogens and adherence to the Health Insurance Portability and Accountability Act ("HIPAA").
- 2.3. Student Health. The University will inform each student in the Program of the Facility's current health requirements for Facility employees and assist in ensuring students comply with Facility's health and immunization requirements.
- 2.4. Student Insurance. University shall require its students maintain policies of professional liability insurance throughout the term of their internship in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate.
- 2.5. University Accreditation and Licensure. University shall maintain approval and licensure by the appropriate or required accrediting body and any other agency required by law.

3. Facility Responsibilities

- 3.1. Delivering the Internship Experience. Facility shall provide the Program activities and experiences—including adequate facilities, equipment, and supervision at the Facility location indicated in the signatory section of this Agreement. Facility shall vest the Facility Coordinator with these responsibilities.
- 3.2. Patient Care. Facility shall have sole authority in establishing rules and regulations that govern the care of all patients observed by or assigned to students participating in the Program. At all times, Facility will maintain responsibility for and control and supervision of, patient care, including that care provided by students. Students will only be allowed to perform services for patients when under appropriate supervision by Facility.
- 3.3. Authority to Remove. Upon prior notice to University, Facility may remove any student from Facility premises and the Program if their work, conduct, or health has a detrimental effect on patients.
- 3.4. Student and Faculty Orientation. Facility shall provide adequate orientation regarding Facility policies and practices for University Coordinator and participating students at the start of their Program.
- 3.5. Student and Program Feedback. Facility Coordinator shall provide feedback on student performance and suggestions for Program improvement to the University Coordinator in a format designated by the University Coordinator.
- 3.6. HIPAA. Facility shall consider University Coordinator and students participating in the Program as part of Facility's covered work force for purposes of HIPAA.
- 3.7. Emergency Care. Facility shall provide emergency care for students in the Program when the

responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability"), incurred by reason of the negligence or willful misconduct of its employees, governing board members, agents, or assigns; and that neither party shall by this Agreement transfer such liability to the other. The Parties further recognize that University's liability under this Agreement shall be governed by South Dakota law.

6. General Terms and Conditions

6.1. Entire Agreement. This Agreement set forth the understanding and agreement between the Parties, and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements and understandings are superseded and wholly unenforceable. This Agreement may not be amended or revised without the written consent of the Parties. This Agreement may not be assigned by either Party without the written consent of the other.

6.2. Notices. All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission, or by e-mail to, the designated representatives of the parties. Communication sent via e-mail are "delivered" for purposes of this Agreement only upon the recipient acknowledging receipt of the e-mail to the other Party. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:

For University:

Shianne Ovall
Program Assistant II
BOX 2275, Wagner Hall 255
Brookings, SD 57007
605-688-5178
605-688-6119-FAX
Shianne.Ovall@sdstate.edu

For Facility:

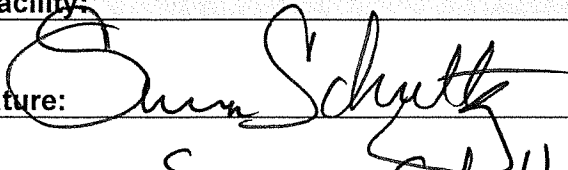
Summer Schultz
Superintendent of Schools
2130 8th St. South
Brookings, SD 57006
605-696-4700
605-696-4704
summer.schultz@k12.sd.us

6.3 Governing Law/Choice of Forum: This Agreement is to be governed by and construed in accordance with laws of the State of South Dakota without regard to any principles of conflicts of law. Exclusive venue for any dispute not barred by sovereign immunity arising under, out of, or in connection with this Agreement will be the state and federal courts in or in closest proximity to Brookings, South Dakota, unless the action cannot be brought in such court due to statutory proclamation, in which case only the venue will be as so proscribed. Facility consents to the personal jurisdiction of all such courts and hereby waives any claims of lack of personal jurisdiction or inconvenience of such court. Nothing herein will be interpreted as a waiver of sovereign immunity.

6.4 Survival: Sections 4.2, 5, 6.3 and 6.11 of this Agreement shall survive the termination, expiration, or release of obligations under, this Agreement.

6.5 Waiver: If either Party waives a breach of one of this Agreement's provisions by the other Party, that waiver shall not operate or be construed as a waiver of any other of this Agreement's provisions or as a waiver of a subsequent similar breach.

6.6 Counterparts: This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

For Facility:	For University:
Signature: 	Signature:
[Printed Name Here] Summer Schutt	Dennis Hedge, Pharm D
Title: Supt.	Title: Provost & V.P. of Academic Affairs
Date: 9/16/2024	Date:

Signature:
Mary Anne Krogh, Ph.D., APRN, CRNA, FAAN
Title: Dean, College of Nursing
Date:

*Prior to obtaining signatures, please review University Policy 5:1 to ensure full compliance with SDBOR and University contracting policy.