This agreement entered into this date by and between District Board of Trustees Florida SouthWestern State College, Florida (hereinafter referred to as “FSW”) and [Fill] (hereinafter referred to as “Institution”).

**WHEREAS,** FSW is a distinguished institution of higher education and recognizes the value of offering clinical experiences to students from various universities and institutions of higher education to enhance their learning and professional development;

**WHEREAS,** the Institution is an institution of higher education and desires to provide clinical practice experience for its students;

**WHEREAS,** FSW is offering to provide the necessary facilities for Institution’s students to obtain said practice experience in one or more of the following programs: [Fill].

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

# RIGHTS AND OBLIGATIONS OF THE INSTITUTION:

1. To plan clinical experiences for groups of students with appropriate members of the staff and to plan specific clinical assignments for its students.
2. To provide current copies of the programs’ statement of philosophy, curricula, the course objectives, and clinical evaluation tools to FSW.
3. To provide a schedule of student activities to FSW including Institution’s student’s names, instructor’s names, dates and times of experiences, and types of experiences.
4. To assist any hospital-appointed clinical instructors in attaining competency in instruction and evaluative techniques to meeting program accreditation standards.
5. The Institution shall inform FSW as to the extent of the academic preparation of the students for the purpose of ensuring the appropriate level of practice assignments for the students.
6. The Institution shall have regular communication with the designated representative of the FSW in order to coordinate the progress of practice experiences and determine their effectiveness.
7. The Institution shall require students to complete the following prior to clinical placements:
   1. Florida Department of Law Enforcement approved Electronic Fingerprint Scan and annual cleared background checks in compliance with the requirements of Florida's Care Provider Background Screening Standards pursuant to section 435.04, 408.809(4), and 456.0635 Florida Statutes.
   2. A passed 10 panel urine drug screen completed annually.
   3. Compliance documentation signed by students’ Healthcare Provider for clinical requirements including:
      * Physical Examination
      * Vaccine and Immunizations per current CDC recommendations- Measles, Mumps, Rubella, Varicella, Tetanus, Diphtheria & Pertussis, Hepatitis B, and Annual Influenza
      * Annual Tuberculosis Testing
   4. Verification of current American Heart Association Basic Life Support for Healthcare Providers.
8. The Institution shall inform all students that they must keep all patient information confidential and shall not disclose such information to third parties except as required by law.
9. The Institution shall, upon reasonable request of FSW, remove any student from the training site and from participating in the practice experience as long as such request shall not discriminate against any student on the basis of race, religion, creed, ethnic or national origin, marital status, age, sex, pregnancy, disability or veteran’s status.
10. The Institution shall ensure that all students hold appropriate liability insurance and licensure to cover their nursing activities.

# RIGHTS AND OBLIGATIONS OF FSW:

1. To provide the opportunities, facilities and equipment for Institution’s students to observe and practice appropriate skills in FSW’s locations.
2. To orient Institution’s students and applicable faculty about its policies and procedures.
3. FSW will be responsible for arranging immediate first aid and emergency care of students and faculty in the event of an accidental injury or illness.
4. FSW retains responsibility for care given and may request Institution to withdraw any student or faculty member from its facilities whose conduct or work is not in accordance with standards accepted to FSW.

# MUTUAL RIGHTS AND OBLIGATIONS:

1. To plan, implement, and evaluate the clinical aspects of the Institution’s students’ clinical experience through cooperative efforts of representatives of the Sender and Host.
2. Faculty and students of the Institution who practice or work at FSW pursuant to this Agreement shall be doing so as an integral part of their employment or enrollment at the Institution. FSW shall not substitute students of the Institution for paid FSW staff for any purpose, function, or task while the students are attending practice courses and no student shall be considered to be an employee of FSW during the practice courses.
3. Nothing in this Agreement shall be construed as creating an agency, employment, or joint venture relationship between the Institution and FSW or between the Institution and any student or faculty member of FSW.
4. The number of students assigned will be subject to the availability of FSW personnel for teaching and supervision and will be arranged in advance.

# INDEMNIFICATION, INSURANCE, GOVERNING LAW:

1. To the extent permitted by law, and without expanding or increasing the waiver of sovereign immunity provided in Florida Statutes Section 768.28 and subject strictly to the financial limits stated therein, both parties agree to indemnify and hold harmless one another from any and all claims, liabilities and causes of action arising out of the negligence, error, omission or intentional acts of the indemnifying party, its agents, officer, servants or employees.

Neither party shall indemnify one another for the negligence, errors or omissions or intentional acts of its own agents, officers, servants or employees.

1. This agreement is governed by the laws of the State of Florida.

# TERMS OF AGREEMENT AND MODIFICATIONS:

1. The term of this agreement shall be from the Date through the Date . The agreement shall thereafter automatically renew for successive one (1) year terms, unless either party provides 90 days advance written notice of termination.
2. Either party hereto may terminate this Agreement, without cause, at any time by providing the other party at least 90 days written notice, however, that any currently enrolled students will be permitted to complete the clinical rotation.
3. Changes and modifications shall be in writing and shall be deemed to have been executed when signed by both parties to the agreement.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on the date first above written with the intent to be legally bound.

Institution: Name

By:

Name: Address:

District Board of Trustees,

Florida SouthWestern State College, Florida

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

Jason Dudley

Vice President IT & Digital Strategies/Chief lnformation Officer