

Clinical Affiliation Agreement

This agreement entered into this date by and between District Board of Trustees Florida SouthWestern State College, Florida (hereinafter referred to as the “College”) and at (hereinafter referred to as “Agency”).

**WHEREAS,** the College desires to provide the practice experience for students.

**WHEREAS,** the Agency is offering to provide the necessary facilities for said practice experience in recognition of the need to educate students in one or more of the following programs: Nursing Program.

**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 COLLEGE:

1. To plan clinical experiences for groups of students with appropriate members of the staff and to plan specific clinical assignments for College School of Health Professions students.
2. To provide current copies of the programs’ statement of philosophy, curricula, the course objectives, and clinical evaluation tools to Agency.
3. To provide a schedule of student activities to Agency including 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 College shall inform the Agency 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 College shall have regular communication with the designated representative of the Agency in order to coordinate the progress of practice experiences and determine their effectiveness.
7. The College 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 College shall inform all students that they must meet the appropriate dress code and wear identification in accordance with the policies of the Agency.
9. The College 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.
10. The College shall, upon reasonable request of the Agency, 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.

# RIGHTS AND OBLIGATIONS OF THE AGENCY:

1. To provide the opportunities, facilities and equipment for students to observe and practice appropriate skills in the Agency’s locations.
2. To orient the students and applicable faculty about its policies and procedures.
3. Agency 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. Agency retains responsibility for care given and may request College to withdraw any student or faculty member from its facilities whose conduct or work is not in accordance with standards accepted to Agency.

# MUTUAL RIGHTS AND OBLIGATIONS:

1. To plan, implement, and evaluate the clinical aspects of the College’s clinical experience through cooperative efforts of representatives of the College and Agency.
2. Faculty and students of the College who practice or work at the Agency pursuant to this Agreement shall be doing so as an integral part of their employment or enrollment at the College. Agency shall not substitute students of the College for paid Agency 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 the Agency during the practice courses.
3. Nothing in this Agreement shall be construed as creating an agency, employment, or joint venture relationship between the Agency and the College or between the Agency and any student or faculty member of the College.
4. The number of students assigned will be subject to the availability of the Agency’s personnel for teaching and supervision and will be arranged in advance.

# INDEMNIFICATION, INSURANCE, CHOICE OF LAWS:

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, the College agrees to indemnify and hold harmless the Agency from any and all claims, liabilities and causes of action arising out of negligence, error, omission or intentional acts of assigned

students. The college does not indemnify Agency for the Agency’s own negligence, errors or omissions or intentional acts of its agents, officers, servants or employees.

1. The College, through the Florida College System Risk Management Consortium (FCSRMC), shall obtain and maintain occurrence-type professional liability insurance coverage in amounts of not less than $2,000,000 (two million dollars) per incident and $5,000,000 (five million dollars) annual aggregate covering the student participants and any faculty members for instruction/supervision of students only. The College shall provide a certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provision.
2. 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.

Agency: Name

By: Name: Address:

District Board of Trustees,

Florida SouthWestern State College, Florida

By:

Jason Dudley

Vice President IT & Digital Strategies/Chief

Information Officer

Florida SouthWestern State College, an equal access institution, prohibits discrimination in its employment, programs and activities based on race, sex, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information or veteran status. Questions pertaining to educational equity, equal access or equal opportunity should be addressed to the College’s Title IX Coordinator/Compliance Officer: Angela Hawke; N-124; 8099 College Parkway SW, Fort Myers, FL 33919; (239) 489-9051; **compliance@fsw.edu**. FSW online anonymous reporting [**www.fsw.edu/report**](https://www.fsw.edu/report). Inquiries/complaints can be filed with the Title IX Coordinator/Equity Officer online, in person, via mail, via email, or with the US Department of Education, Office of Civil Rights, Atlanta Office: 61 Forsyth St. SW Suite 19T70, Atlanta, GA 30303-8927.