

BOARD MEETING DATE: August 18, 2026
ITEM NO: VII-a

RECOMMEND THAT: The District Board of Trustees approve the attached Affiliation Agreement.

THIS RECOMMENDATION: Approves the attached Affiliation Agreement.

AFFILIATION AGREEMENT

THIS AGREEMENT, made and entered into, by and between the acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida, on behalf of the FLORIDA STATE UNIVERSITY COLLEGE OF NURSING, at Tallahassee, Florida, hereinafter referred to as the "UNIVERSITY" and NORTH FLORIDA COLLEGE hereinafter referred to as the "CLINICAL AGENCY."

WITNESSETH

WHEREAS, the UNIVERSITY, through the College of Nursing, educates students in the profession of nursing and utilizes community facilities to provide clinical experience for such students; and

WHEREAS, the CLINICAL AGENCY has available facilities necessary for providing clinical experience for students of nursing;

NOW, THEREFORE, the UNIVERSITY and the CLINICAL AGENCY in consideration of the mutual benefits to be attained by both, do hereby covenant and agree each with the other to participate in a cooperative program of instruction in clinical experience for nursing students of the College of Nursing at the UNIVERSITY as follows:

1. The UNIVERSITY College of Nursing will provide and the CLINICAL AGENCY will accept nursing students from the UNIVERSITY College of Nursing, provided such students are available to participate and receive instruction in clinical nursing experience within the framework of the UNIVERSITY College of Nursing curriculum for such students. This is intended to include students enrolled in the Bachelor of Science in Nursing (BSN), the Doctor of Nursing Practice (DNP) and Psychiatric/Mental Health Nurse Practitioner Certificate (PMHNP). The number of nursing students and the dates they are to be received under the provisions of this paragraph shall be agreed upon by the UNIVERSITY College of Nursing and the CLINICAL AGENCY.

2. The UNIVERSITY College of Nursing agrees to provide one or more faculty members to be responsible for instruction and evaluation of the nursing students participating in the clinical nursing program. Said faculty member(s) will have the responsibility of selecting, planning, and supervising the work of students, so long as responsibility of selecting, planning and supervision is accomplished in accordance and consistent with the policies and programs of the CLINICAL AGENCY. A copy of such policies and programs shall be provided to the UNIVERSITY prior to execution of this Agreement. Furthermore, the parties hereto agree to the type and extent of duties, responsibilities, and authority for UNIVERSITY College of Nursing faculty member(s) exercising supervisory functions over nursing students in the clinical nursing program.

3. The CLINICAL AGENCY agrees to provide appropriate administrative personnel to cooperate with and provide assistance to the faculty of the UNIVERSITY College of Nursing in selecting patients and planning for the clinical nursing experience. The CLINICAL AGENCY agrees to provide facilities satisfactory to the faculty of the UNIVERSITY College of Nursing, wherein the clinical nursing experience can be conducted. The extent of such facilities shall be decided upon by mutual agreement between the UNIVERSITY College of Nursing and the CLINICAL AGENCY.

4. Both parties hereto mutually agree, and it is hereby understood, that the UNIVERSITY is a governmental entity of the State of Florida, and its liability for tort claims is governed by section 768.28, Florida Statutes. UNIVERSITY is self-insured under the State Risk Management Trust Fund up to the liability limits prescribed in section 768.28, Florida Statutes. Students of the UNIVERSITY College of Nursing, while participating in a pre-approved course of study or training program and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgments arising out of the same incident or occurrence up to a liability limit of one million dollars (\$1,000,000) with an annual aggregate of three million dollars (\$3,000,000), with such protection being provided by the Florida State University College of Medicine Self-Insurance Program (FSUSIP). See Attachment A for a description of the protections afforded by the Self-Insurance Program.

Nothing in this Agreement is intended to be construed or interpreted as (1) denying either UNIVERSITY or CLINICAL AGENCY any remedy or defense available to it under state laws; (2) the consent of the State of Florida or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida or UNIVERSITY beyond any waiver explicitly stated in state statutes.

5. The CLINICAL AGENCY agrees to provide care and treatment as is reasonably available at the CLINICAL AGENCY to all UNIVERSITY College of Nursing students participating in the clinical nursing program in the event an emergency situation arises during the hours said students are engaged in clinical nursing at the CLINICAL AGENCY facility. The student will assume responsibility of costs for such care.

6. All UNIVERSITY College of Nursing students participating in the clinical nursing program are to be notified by the UNIVERSITY College of Nursing that they are responsible for their own health care, and the CLINICAL AGENCY is in no way responsible or liable for said students health care except in emergency situations as set forth in paragraph (5) above.

7. The UNIVERSITY College of Nursing agrees to require students to satisfactorily complete a physical examination and necessary immunizations prior to beginning the clinical rotation experience.

8. The UNIVERSITY College of Nursing agrees to require students to complete necessary paperwork for background check prior to beginning the clinical rotation experience to include reviews of County of Residence Criminal Record, Nationwide Sexual Offender Registry, Social Security Verification, Nationwide Healthcare Fraud and Abuse, and U.S. Patriot Act.

9. The UNIVERSITY College of Nursing may at any time withdraw a student whose progress, conduct or work does not meet the standards of the UNIVERSITY College of Nursing required for continuation in the program. Final academic action regarding the student is the responsibility of the faculty of the UNIVERSITY College of Nursing.

10. The UNIVERSITY College of Nursing shall instruct all students and faculty members assigned to the CLINICAL AGENCY regarding the confidentiality of records and patient/client data imparted during the clinical educational experience, especially regarding the requirements of the Health Insurance Portability and Accountability Act (HIPAA). The UNIVERSITY agrees to take appropriate disciplinary action against any student or faculty member who violates the CLINICAL AGENCY's confidentiality requirements.

11. The UNIVERSITY College of Nursing shall instruct or otherwise provide training materials necessary for all students assigned to the CLINICAL AGENCY regarding standard precautions and bloodborne pathogens.

12. The UNIVERSITY College of Nursing agrees to provide the CLINICAL AGENCY with names of students, the location to which they are assigned, and the activities in which the students will engage.

13. All UNIVERSITY College of Nursing students participating in the clinical nursing program understand that CLINICAL AGENCY is a drug free and tobacco free facility, and are expected to adhere to all policies regarding drug and tobacco use set by the CLINICAL AGENCY during their clinical rotation experience.

15. The CLINICAL AGENCY agrees that to the extent that the CLINICAL AGENCY maintains records regarding the student's CLINICAL experience, that it shall not release, except to the UNIVERSITY or its agents or employees, such personal information contained therein, without the written consent of the student provided in section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

16. The UNIVERSITY shall provide each student assigned to the CLINICAL AGENCY from the UNIVERSITY College of Nursing with a complete copy of this Agreement, upon request.

17. Term: Unless earlier terminated, this agreement shall be for a term of two (2) years beginning on the effective date ("Initial Term"). Following the conclusion of

the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, not to exceed two (2) additional years in total. Each Party may terminate the Agreement by giving not less than 30 calendar days written notice to the other party of intention to terminate, with or without cause. However, any termination of this Agreement shall not affect the student(s) currently enrolled in a clinical rotation experience, and every reasonable effort must be made to allow all affected students to finish their clinical rotation experience.

18. This Agreement contains the entire Agreement between the Parties and for all purposes shall be deemed to have been executed under and subject to and construed in accordance with the laws and statutes of the State of Florida.

19. The UNIVERSITY and CLINICAL AGENCY are independent contractors, and nothing contained herein shall be deemed to constitute either UNIVERSITY or CLINICAL AGENCY as agent for the other.

20. This Agreement may not be assigned by either UNIVERSITY or CLINICAL AGENCY.

21. In accordance with §288.860, Florida Statutes, UNIVERSITY may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. CLINICAL AGENCY affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by UNIVERSITY.

22. If any clause or paragraph of this Agreement shall be held invalid, such invalidity shall not affect the remainder of this Agreement.

23. Each party to this Agreement will be responsible for claims, losses, liabilities, damages, and expenses arising out of each party's own negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement, and neither party will be responsible for claims, losses, liabilities, damages, and expenses arising out of the other party's negligent performance or non-performance by its agents and employees, acting within the scope of their agency or employment, of its respective tasks, duties, and obligations contained within this Agreement. In the event of litigation between the parties arising from any provision of this Agreement, each party shall bear its own costs, including reasonable attorney's fees. This recognition by the parties hereto is intended to be consistent with the State of Florida's waiver of sovereign immunity pursuant to section 768.28, Florida Statutes, and it does not alter said waiver nor extend the liability of either party beyond the limits established in section 768.28, Florida Statutes.

24. Each party to this Agreement shall prohibit the use of logos or marks associated with the other party without the express written consent of the other party.

25. This Agreement shall take effect on the 24th day of August

26. All Notices, Reports, Letters, etc. to the UNIVERSITY shall be mailed or otherwise delivered to:

Dr. Jing Wang, Dean
The Florida State University
College of Nursing
98 Varsity Way
PO Box 3064310
Tallahassee, FL 32306-4310

27. All Notices, Reports, Letters, etc. to the CLINICAL AGENCY shall be mailed or otherwise delivered to:

263 NW Turner Davis Dr
Madison, FL 32340

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their behalf, by their duly-authorized agents, on the day, month, and year written below.

FLORIDA STATE UNIVERSITY, FOR
and on behalf of the FLORIDA STATE
UNIVERSITY BOARD OF TRUSTEES

CLINICAL AGENCY

BY _____

BY _____

DATE: _____

DATE: _____

HUMAN TRAFFICKING AND FOREIGN COUNTRIES OF CONCERN DECLARATION

I declare, under penalty of perjury, that:

1. I am a duly authorized officer or representative of Clinical Agency;
2. Clinical Agency does not use coercion for labor or services as defined in section 787.06, Florida Statutes,
3. Clinical Agency is not owned by the government of a foreign country of concern as defined in section 287.138(1), Florida Statutes,
4. The government of a foreign country of concern does not have a controlling interest in Clinical Agency; and
5. Clinical Agency is not organized under the laws of or has its principal place of business in a foreign country of concern.

ON BEHALF OF CLINICAL AGENCY:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____