

STUDENT EDUCATION AFFILIATION AGREEMENT BY AND BETWEEN

**FACILITY
and
THE COLLEGE OF THE FLORIDA KEYS**

THIS STUDENT EDUCATION AFFILIATION AGREEMENT is made and entered into on this Wednesday, May 1, 2024, by and between **The College of the Florida Keys**, located at, 5901 College Road, Key West, Florida, 33040 (the “College”) and, **Ocean Reef Community Association, Inc.** (hereinafter referred to as the “Facility”), located at 35 Ocean Reef Drive, Suite 220, Key Largo, FL 33037 (the “Facility”). The College and the Facility are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, College offers clinical educational programs to students (collectively, the “Students”) who desire to obtain degrees or certificates in Paramedic and EMT(collectively, the “Students”);

WHEREAS, in furtherance of the Facility’s mission to maintain the highest standards of clinical and service excellence, the Facility desires to allow Students the opportunity to obtain hands-on clinical experience and training, under appropriate supervision, at the Facility; and

WHEREAS, as part of College’s curriculum and prerequisites to graduation, College desires its Students to obtain hands-on clinical experience and training, under appropriate supervision, at the Facility.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

Article 1. Definitions.

1.1 “Academic Coordinator” means an individual designated by College who shall oversee and administer the Program, as defined in Section 1.6, and who shall provide the services described in Section 2.7 of this Agreement.

1.2 “Affiliate” of a person or entity means a person, firm, corporation, partnership, trust, limited-liability company or partnership, or other legal entity or organization that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity. For purposes of the foregoing, legal or beneficial ownership of more than ten percent (10%) of any class of the equity of, or practical control of the management of, an entity or organization constitutes “control.”

1.3 “Facility Coordinator” means the individual designated by the Facility who is responsible for working with the Academic Coordinator to oversee the Program, as defined in Section 1.6.

1.4 “Facility Governing Documents” means the bylaws, rules and regulations of the Facility including, without limitation, the Medical Staff Bylaws, the Facility Organizational Manual, the Rules and Regulations, and the Facility policies and procedures.

1.5 “JCAHO” means the Joint Commission on Accreditation of Health Care Organizations.

1.6 “Program” means a clinical rotation in nursing, emergency medical services or nursing assistant.

Article 2. Obligations of College.

2.1 Program Curriculum and Objectives. College shall design and develop course curricula, course objectives, and graduation requirements for Students. College shall ensure its course curricula, course objectives, and graduation requirements are consistent with state laws and regulations and accreditation requirements applicable to such specialty. College shall prepare the Program objectives and completion requirements in accordance with the course curriculum and the Student’s graduation requirements. College shall provide the Facility Coordinator with a copy of the Program objectives and Program completion requirements. Facility and College shall work together to design the Program in a way that meets the course curriculum and the Student’s graduation requirements.

2.2 Student Referrals. College shall provide the Facility with a list of the names of the Students it intends to enroll in the Program at least two (2) weeks prior to commencement of the Program. College shall refer to Facility only those students who:

2.2.1 have successfully completed any and all prior clinical training or course curriculum required by College; and

2.2.2 have met the Facility’s clinical requirements as specified in Attachment A; and

2.2.3 agree to perform the services required by the Program in accordance with all applicable federal, state, and local laws, rules, and regulations; all applicable standards of JCAHO, and any other relevant accrediting organizations; and Facility Governing Documents; and

2.2.4 conduct themselves in a manner that is not contrary to the interests, reputation or goodwill of the Facility or to the efficient and appropriate operation of the Facility; and

2.2.5 never have had his/her admission to College suspended, revoked, or terminated under threat of disciplinary action; and

2.2.6 agree to attend any and all specific training or orientation required by the Facility including but not limited to infection control practices training, safety and disaster planning training, Occupational Health and Safety Standards (“OSHA”) training,

Health Insurance Portability and Accountability Act (“HIPAA”) training and any other training or orientation required by the Facility.

College shall notify the Facility in writing within three (3) business days of any action that affects the foregoing qualifications.

2.3 Rules and Regulations and Policies and Procedures of the Facility. College agrees to provide to students, and ensure Students read and comply with, the rules, regulations and policies and procedures of the Facility and the Program. Students shall dress in accordance with the dress and personal appearance standards adopted by the Facility. Students shall abide by all Facility rules, policies, and procedures. Students shall be subject to required background checks and drug checks prior to placement. Facility reserves the right to deny, suspend or terminate placement of any Student in the event the background check or drug test results in disqualification under the Facility’s policies or funding contracts.

2.4 Supervision/Removal of Student from Clinical Setting. College shall provide supervision as required by statute for Students while at the Facility. Unless otherwise directed by the Facility, Students may leave the premises of the Facility for meals and breaks. Students shall pay for their own parking and meals while engaged in the Program. If the Facility determines that a Student’s performance in the clinical setting is deficient, or that the Student’s activities are contrary to the Facility rules, policies or procedures or that the Student’s conduct adversely affects the operation of the Facility, College shall take appropriate corrective action, including immediate removal from clinical sight, and/or withdrawal from course, and/or withdrawal from program.

2.5 Insurance. College agrees to obtain and maintain, for its faculty and Students participating in the Program, professional liability insurance coverage with limits of Two Million Dollars (\$2,000,000.00) per claim and Five Million Dollars (\$5,000,000.00) in the aggregate covering any claim, damage or loss that is brought against Facility as a direct result of the Student’s participation in the Program. When requested, College shall provide the Facility with a certificate of insurance evidencing such coverage.

2.6 Academic Coordinator. College shall appoint an Academic Coordinator who shall assist the Facility, as necessary, in coordinating the Program. The Academic Coordinator shall work with faculty members at the College and with the Facility Coordinator to ensure the Program includes a practice rotation schedule that meets the College and the Students’ clinical education goals and objectives consistent with the College’s requirements. The Academic Coordinator shall be a liaison between the Facility and College and shall be available during Program hours to deal with any problems or concerns involving the Students.

2.7 Evaluation of Students. College shall provide the Facility evaluation criteria and forms for evaluating the performance of Students in the Program. The Academic Coordinator and Facility Coordinator shall meet to discuss the specific requirements for the proper and timely completion of these forms. During the meeting, the Academic

Coordinator shall inform the Facility of the deadline by which all Student evaluation must be completed.

2.8 Standards of Care; Compliance with Laws. Students and the College shall comply with accepted and recognized standards of care applicable to the Specialty while participating in the Programs at Facility. Students shall comply with the standards and guidelines of all applicable accrediting bodies, including but not limited to JCAHO and the Facility Governing Documents. Students shall comply with all relevant state and federal laws and regulations, including but not limited to HIPAA, OSHA, and those state and federal regulations relating to the Specialty.

Article 3. Obligations of the Facility.

3.1 Acceptance of Students; Supervision of Students. Subject to section 2.2 above, the Facility shall accept Students into the Program. The Facility shall provide the Students with general orientation to the Facility, its policies, and procedures. At the Facility's discretion, the Facility may provide department specific orientation. In addition to the supervision requirements of College under Section 2.4 herein, the Facility Coordinator and Academic Coordinator shall meet to discuss and coordinate the level of supervision to be afforded to the Students while participating in the Program and whether such supervision shall be under the direction of Facility or its staff.

3.2 Provision of the Facility Governing Documents, Rules and Policies and Procedures. The Facility shall provide to College upon College's request the relevant rules, policies and procedures the Students and the College must comply with in accordance with Section 2.2 herein.

3.3 Scheduling. The Facility, through the Facility Coordinator, and the Academic Coordinator shall work together to develop a rotation and assignment schedule that is consistent with the Student's needs, the Facility's obligations to other educational institutions, and the Facility's clinical staff's needs. Each clinical rotation schedule shall be available at least one (1) week prior to the beginning of any Program. The Facility reserves the right to change rotation schedules as needed to meet its patient's or clinical staff's needs or to meet its obligations to other educational institutions.

3.4 Emergency Care. In the event of an emergency, the Facility shall provide emergency care and treatment to Students in accordance with the Facility's policies and procedures and as is required by the Emergency Medical Treatment and Labor Act ("EMTALA") and Section 395.1041 of Florida Statutes governing access to emergency medical care. Students receiving such emergency medical care and treatment shall be liable for all fees and charges incurred for same.

3.5 Facilities. Unless otherwise restricted by individual departmental policies or procedures, the Facility shall permit Students to utilize those facilities available to its staff, including but not limited to, its bathrooms, libraries, parking lots, and cafeterias.

3.6 Instruction and Evaluation of Students. The Facility Coordinator and the Academic Coordinator shall work together to identify appropriate clinical personnel to

provide education, hands-on training and to evaluate the performance of the Students. The Facility clinical staff shall evaluate Students using the evaluation criteria and forms provided by College in accordance with Section 2.8 herein.

Article 4. Administrative Provisions.

4.1 Employment of Students. The Facility acknowledges that Students are placed in its facility for the primary purpose of completing an educational experience. Students are not employees of the Facility. In the event the Facility employs a Student, the Facility shall have the same rights and responsibilities with regard to the Student as any employer to an employee. Students hired by Facility shall perform work duties at times other than those times the Student is at the Facility for the Program and shall not be compensated for those times the Student is at the Facility for the Program. To be free from doubt, prior to the start of each Student's training, the College will have each Student sign the form attached as Attachment B (with the College providing a signed copy of the Agreement to the Facility) making clear the Student is the primary beneficiary of the training and is an unpaid intern only and not an employee of the Facility.

4.2 Student Records. The Facility agrees that to the extent that it generates or maintains records regarding Students' Program experience, it shall not release such records, except to the College or its designee, without the written consent of the Student, except as required by state or federal law, or pursuant to subpoena or order of a court of competent jurisdiction. Unless otherwise provide, the College will be solely responsible for maintaining Student records and all applicable Family Educational Rights and Privacy Act (FERPA) requirements.

4.3 Term and Termination. This Agreement shall be effective on the Effective Date upon execution of both parties and shall automatically renew each year for successive one (1) year periods, up to a total of three (3) years, unless sooner terminated pursuant to this Section. The Agreement may be extended upon mutual written consent under the same terms and conditions, or as otherwise modified in writing by the parties. Either party may terminate this Agreement at any time, upon ninety (90) days advance written notice, provided that in Facility's sole discretion, all Students enrolled in the Program at the time of notice of cancellation may be given the opportunity to continue the Program at the Facility until the Program's originally scheduled completion date.

4.4 Protected Health Information. For purposes of compliance with the Health Insurance Portability and Accountability Act, and the regulations promulgated thereunder from time to time, including without limitation 45 C.F.R. §§ 160.103 and 164.501, College agrees to take all reasonable and necessary steps to safeguard any and all protected health information, as defined in 45 C.F.R. §164.501 ("PHI"), it receives from the Facility or which is created in the course of performance of this Agreement. In safeguarding such PHI, College agrees that it will:

4.4.1 not use or disclose such PHI other than as permitted or required by this Agreement or as required by law;

4.4.2 report any use or disclosure of PHI not provided for by this Agreement;

4.4.3 use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

4.4.4 take reasonable measures to ensure that Affiliates or agents to whom PHI is provided agree to the same restrictions and conditions of this Section;

4.4.5 make PHI available to the individual about whom the information pertains, including for amendment or to provide an "accounting of disclosures," in accordance with 45 C.F.R. §§ 164.524, 164.526 and 164.528;

4.4.6 make available to any state or federal government the Facility's records relating to use and disclosure of PHI, which are in the College's possession, if requested by such state or federal government; and

4.4.7 return or destroy all PHI received from the Facility or created in the course of performance of this Agreement at termination of this Agreement; provided that to the extent that it is infeasible for College to return or destroy such PHI, including but not limited to infeasibility arising out of its need to maintain Student's academic records, College agrees that the provisions of this Section 4.4 are extended beyond the termination of this Agreement to such PHI, and College shall limit all further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible, for so long as College maintains such PHI.

Article 5. Miscellaneous Provisions.

5.1 Independent Contractors. The parties acknowledge that they operate independently. Neither College, nor any of its Affiliates, agents, representatives, students, or employees shall be considered agents, representatives, students, or employees of the Facility. Neither Facility, nor any of its Affiliates, agents, representatives, or employees shall be considered agents, representatives, or employees of College. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. Each party shall be liable for its own debts, obligations, acts, and omissions.

5.2 Indemnification. College agrees to indemnify and hold harmless the Facility, to the extent required by law, from any and all claims, liabilities and causes of action arising out of negligence, error, omission, or intentional acts of its Students, faculty, Affiliates, agents, officers, servants, or employees. College shall pay claims and losses in connection therewith and shall defend all suits, in the name of the Facility, and shall pay all costs and judgments, which may issue thereon. College shall not indemnify the Facility for the Facility's negligence, errors or omissions, or intentional acts or those of its Affiliates, agents, officers, servants or employees.

5.3 Confidentiality. College agrees to and shall require its Students, faculty and the Administrative Coordinator to, keep strictly confidential and hold in trust all

confidential medical information or information concerning the business operations of Facility and not to disclose or reveal any such information without the express prior written consent of the Facility, or its designee, or as otherwise required by law. During the term of this Agreement, College, its Affiliates, faculty and students, may be exposed to information that is confidential and proprietary to the Facility and its Affiliates. This information (referred to hereinafter as “Confidential Information”) includes information regarding patients, the medical staff and the contractual relationships of the Facility and its Affiliates with third party payors and others, and information regarding business, affairs, plans, employees, methods and systems, and trade secrets of the Facility and its Affiliates, both as regards the Facility and otherwise. College shall not, either during the term of this Agreement or at any time thereafter, use for its own benefit, or for the benefit of any other person, or to the detriment of the Facility or any of its Affiliates, or disclose to any person, firm or corporation, any Confidential Information or other proprietary knowledge of or concerning the business or affairs of the Facility or its Affiliates that College has acquired in the course of, or as incident to, the performance of services under this Agreement. This Section 5.3 shall not prohibit College from disclosing any information pursuant to a subpoena or court order in criminal, civil, or administrative proceedings; provided, however, that in the event a third party seeks to obtain disclosure from College of any Confidential Information, through judicial process or otherwise, it shall promptly notify the Facility of such attempt. Such notice shall include copies of all documents and correspondence served upon or delivered to College by such third party and a summary of all oral discussions with respect thereto. The Facility shall have the right, by its counsel and at its expense, to object to and resist such disclosure. College shall have the obligation to cooperate with the Facility, at the Facility’s expense, but shall not be required to violate any law. In recognition of the fact that the foregoing obligations shall survive the termination of this Agreement, College agrees that upon the expiration or termination for any reason of this Agreement, it shall turn over to the Facility all records, documents and copies and transcriptions thereof created or obtained in the course of, or as incident to, the performance of this Agreement that are in its possession, custody or control. The obligations of this Section 5.3 shall survive the termination or expiration of this Agreement.

5.4 Non-Discrimination. The Facility and the College do not discriminate on the basis of race, color, national origin, ethnicity, age, sex, marital status, military status, genetic information, sexual orientation, religion, pregnancy, or disability in its programs, activities, or employment practices. The following persons have been designated to handle inquiries and grievances regarding the non-discrimination policies of the College:

- | | |
|-----------------------|---|
| Equity Officer: | Dr. Jenee Mendez Manager, Talent Acquisition,
Development and Accountability
(305) 809-3118 or jenee.mendez@cfk.edu |
| Title IX Coordinator: | Jessica Losardo, Director, Advancement, Development
and Alumni Relations
(305) 809-3105 or jessica.losardo@cfk.edu |
| Disability Services: | Nicole Gerrard, Associate Dean, Student Success Services
(305) 809-305-3262 or nicole.gerrard@cfk.edu |

Mailing Address: The College of the Florida Keys, 5901 College Road, Key West, FL 33040

5.5 Entire Agreement. This Agreement and any accompanying exhibits set forth the entire agreement and understanding of the parties as to the matters contained herein. This Agreement shall not be assigned, changed, modified, or amended except in writing and signed by both parties and executed with the same formalities as this Agreement.

5.6 Notices. When this Agreement provides for notice, it shall be given in writing and shall be sent by Certified mail, return receipt requested, or by personal delivery to the parties at the following addresses:

If to Facility: Ocean Reef Community Association, Inc.
24 Dockside Lane, PMB 505
Key Largo, FL 33037
Attn: Yael Skinner
Senior Director of HR and Community Relations

If to College: The College of the Florida Keys
5901 College Road
Key West, FL 33040
Attn: Brittany Snyder, D.M.,
Executive Vice President and CFO

5.7 Cooperation of the Parties. The Parties agree to review and discuss the operation of the Program and to make such changes as are necessary to ensure that course objectives and Program requirements are met. The Parties shall confer as otherwise necessary to the administration of this Agreement.

5.8 Choice of Law and Invalid Provisions. This Agreement is made and delivered in, and shall be governed by and construed in accordance with, the applicable laws of the State of Florida (without regard to choice of law principles), and any claim arising out of the Agreement shall be brought in the state or federal courts located in Monroe County, Florida, Lower Keys Division of the Circuit Court, or the Southern District of Florida. If any term or part of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, the validity of the remaining part of such term or the validity of any other term of this Agreement shall not in any way be affected.

5.9 Binding Effect; Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, personal representatives, successors and assigns, but neither this Agreement nor any of the rights or duties hereunder shall be assignable or delegable by either party without the prior written consent of the other.

5.10 Waiver. A waiver by any party of any of the terms and conditions hereof shall be only in writing and shall not be construed as a waiver of any subsequent breach of

the same or any other provision by such party and such party shall be free to reinstate any such term or condition, with or without notice to the other party.

5.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

5.12 E-Verify. College is an E-Verify employer. As of the effective date of this Agreement, Facility represents that it is an E-Verify employer. Prior to the effective date of this Agreement, Facility will provide proof of enrollment in E-Verify to the College. Both parties agree to use E-Verify as required by, and in accordance with the terms and conditions of, state and federal law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

The College of the Florida Keys

Facility

Brittany Snyder, D.M.
Executive Vice president and CFO

**Attachment A
Clinical Requirements**

Please indicate which of the following items are required/waived	Required by Site	NOTES:
1. Criminal Background Check (criminal history with national & statewide sex offender registry check.	<input type="checkbox"/>	Click or tap here to enter text.
2. Drug Screen – Twelve (12) panel Marijuana, Cocaine, Amphetamines, Opiates, Propoxyphene, Oxycodone/Oxymorphone, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone, & Ecstasy	<input type="checkbox"/>	Click or tap here to enter text.
3. Fingerprint Clearance (as required by state law(s) or facility) a) State of FL fingerprinting b) FBI fingerprinting	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
4. Health Care Exclusion List	<input type="checkbox"/>	Click or tap here to enter text.
5. Family Care Registry (State of Missouri Requirement ONLY)	<input type="checkbox"/>	Click or tap here to enter text.
6. Confidentiality agreement executed by participating student	<input type="checkbox"/>	Click or tap here to enter text.
7. Physical Exam	<input type="checkbox"/>	Click or tap here to enter text.
8. Test/Immunization Requirements: a) 2-Step PPD (one time) b) PPD (Annually)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
c) Hepatitis A (only if site requires) Titers (only if site requires)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
d) Hepatitis B (Vaccine) Titers (only if site requires)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
e) Hepatitis C Titers (only if site requires)	<input type="checkbox"/>	Click or tap here to enter text.
f) MMR (Vaccine) Titers (only if site requires)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
g) Polio (only if site requires) Titers (only if site requires)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
h) Varicella (Vaccine) Titers (only if site requires)	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
9. CPR Certification	<input type="checkbox"/>	Click or tap here to enter text.
10. Proof of Health Insurance	<input type="checkbox"/>	Click or tap here to enter text.
11. HIPAA Competency (Annually)	<input type="checkbox"/>	Click or tap here to enter text.
12. OSHA (Blood Borne Path) Competency (Annually)	<input type="checkbox"/>	Click or tap here to enter text.
13. Tetanus (within Ten (10) years) a) TDAP Required	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.
14. Meningococcal	<input type="checkbox"/>	Click or tap here to enter text.
15. Flu Vaccine-Seasonal	<input type="checkbox"/>	Click or tap here to enter text.
16. Other Requirements of Facility a) _____ b) _____	<input type="checkbox"/> <input type="checkbox"/>	Click or tap here to enter text.

Attachment B

STUDENT INTERN AGREEMENT

I understand that, as part of an academic training program tied to my formal education program by integrated coursework and/or for which I am receiving classroom credits, I will not be an employee of Ocean Reef Community Association, Inc. (“ORCA”). I further agree and understand that I will be a student intern and that:

- 1) the training I receive is similar to that which would be given in a vocational school or other educational institution, including the clinical and other hands-on training provided by my educational institution;
- 2) The training will be limited to the period in which the internship provides me with beneficial learning;
- 3) the training I receive is for my benefit as a student intern;
- 4) I am not displacing regular employees, but will work under their close supervision, with the training providing significant educational benefits to me;
- 5) ORCA, in providing training to me, will not derive any immediate advantage from my activities and on occasion its operations may be impeded because of my presence;
- 6) I am not necessarily entitled to a job at the conclusion of the internship; and
- 7) ORCA and I understand that I am not entitled to any wages for the time spent in training during my internship.

Signature of Student Intern

Date

Print Name of Student Intern