

AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (the “Agreement”) is entered into this 14th day of April, 2025 (the “Effective Date”), by and between The College of the Florida Keys (the “School”), and Variety Children’s Hospital D/B/A Nicklaus Children’s Hospital (the “Hospital”). The School and the Hospital may be referred to herein as a “Party,” and, collectively, as the “Parties.”

RECITALS

WHEREAS, the School is licensed/accredited by the State of Florida to operate as an academic institution located at 5901 College Road, Key West, FL 33040;

WHEREAS, the School currently offers its students (the “Students”) educational instruction and requires clinical work experience;

WHEREAS, the Hospital has the resources and organizational structure to provide clinical training to Students in the areas set forth in **Exhibit A** (collectively, the “Program”); and

WHEREAS, the School and the Hospital desire to have Hospital provide clinical training to Students, in accordance with the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Recitals. Each of the above recitals is true and correct and, by reference, made a part of and incorporated into this Agreement.
2. Purpose and Scope. The Hospital shall provide clinical training and teaching services through its Program to the School’s Students pursuant to the terms of this Agreement. The School shall assume final responsibility for the educational experience and grades of its Students. This Agreement is limited solely to its terms and shall not govern any agreements or relationships between the Hospital and the School other than those explicitly set forth in this Agreement.
3. Duties of the Hospital.
 - a. *Student Training and the Hospital’s Related Obligations*.
 - i. During the Term of this Agreement (as hereafter defined) and subject to the terms and conditions of this Agreement, the Hospital shall provide training and teaching services and allow Students to complete their clinical rotations at its facilities. Such training shall be designed to complement the Students’ curriculum guide and objectives at School. The School will provide the

curriculum guide and objectives to the Hospital pursuant to the terms of this Agreement.

- ii. The Hospital shall supervise, evaluate and report to the School on each Student's progress during the Student's clinical rotations at the Hospital. The Hospital shall have the right to terminate any Student from employment and participation in clinical rotations and/or the Program if the Hospital determines, in good faith, that the Student has: (i) violated the Hospital policies, procedures, rules or regulations; (ii) failed to perform adequately in accordance with the Hospital's standards; (iii) impaired in any way, or threatened to impair in any way, the Hospital's delivery of quality healthcare service to the Hospital's patients; or (iv) any other valid reason determined in the Hospital's sole discretion. The Hospital shall inform the School Representative (as defined in Section 4(a)), as soon as practicable, in the event that the Hospital determines that a Student must be terminated from participation in clinical rotations and/or the Program.
- iii. Proposed rotation dates for the Students' clinical rotations at the Hospital will be determined jointly by the Hospital and the College. The number of Students and clinical rotation dates may be revised as mutually agreed upon by the Parties.

b. *The Hospital's Designated Representative.* While the Students are participating in clinical rotations at the Hospital, they will be under the direct supervision of the Hospital's "Designated Representative." The Hospital's Designated Representative shall, in consultation with the School's Program Director, be ultimately responsible for the administrative aspects of the Program. The Hospital shall appoint the Program's director (or a Hospital employee of similar level) to serve as its Designated Representative for purposes of implementing the Program and this Agreement.

c. *Number of Students.* The number of Students by year level, department and proposed rotation dates will be determined jointly by the Parties. The number of Students and rotation dates shall be revised annually as mutually agreed upon by the Parties not less than three (3) months prior to the beginning of each academic year.

d. *No Remuneration.* The Hospital shall not provide financial remuneration to the Students or School under this Agreement.

e. *Emergency Care.* The Hospital shall coordinate immediate emergency care in the event of a Student's accidental injury or illness during the time the Student is participating in the Program, but shall not be responsible for costs involved, follow-up care, or hospitalization. Students shall be responsible for the cost of medical services provided.

4. Duties of the School.

a. *School Representative.* The Clinical Coordinator (the "Representative") shall be the agent of the School and shall be authorized to implement this Agreement with the Hospital. The Representative shall:

i. Notify the Hospital in writing as soon as practicable, but in no case more than within five (5) days, after being notified of or becoming aware of any changes that occur, including any positive results, resulting from the School's completion of a background check of a Student assigned to the Program as required under Section 4(c) of this Agreement.

ii. Annually, provide the Hospital with the curriculum guide and objectives, in each case, not less than sixty (60) days prior to the commencement of each period of clinical assignment and notify the Hospital promptly of any changes that occur with respect to the curriculum guide and objectives.

iii. Provide the Hospital with a signed Attestation of student screening for each Student, not less than ten (10) days prior to the commencement of any period of clinical assignment and ensure that the School and the Student have met the requirements set forth in the Hospital's Student orientation package (provided such orientation package was made available in a timely fashion to the Representative).

iv. Notify the Hospital in advance of scheduled vacation and educational leave of Students, and as soon as practical, of sick leave of Students, or take such steps as may be necessary to ensure that the Students timely notify the Hospital of such events.

v. Provide the Hospital with such documentation as the Hospital may reasonably request for purposes of administering the Program, prior to, during, and after each Student's clinical rotation.

b. *Qualifications.* The School shall require that each Student meets the requirements and qualifications for placement at the Hospital, as set forth in the student orientation manual made available to the Representative. This may include assisting Students in obtaining Level 2 fingerprinting, if applicable, and ensuring that each Student agrees to follow the Hospital's rules and regulations.

c. *Screenings.* The School (or such third parties as may be engaged by the School, with the approval of the Hospital, which approval shall not be unreasonably withheld) shall screen each Student to be assigned to the Hospital, by: (i) conducting a criminal background check, to the extent permitted by federal and state laws, and (ii) conducting such other screening as necessary to determine whether the Student has the proper skills, attitude, previous training, and other qualifications required to be assigned to the Hospital. The School shall provide the Hospital with any and all information reasonably requested by the Hospital, including, but not limited to, documentation of each Student's qualifications and proof of background check. A Student must continue to satisfy the requirements and qualifications of all such screenings throughout the period during which the Student is assigned to the Hospital. If a Student fails to satisfy such requirements and qualifications at any time, the Hospital may, in its discretion, terminate the Student's participation in clinical rotations and the Program.

5. Indemnification. The School shall indemnify the Hospital, its Affiliates (as defined in Section 24, below) and their respective officers, directors, employees and agents, against and hold the same harmless from any and all claims, losses, damages, liabilities, actions, judgments, costs and expenses (including settlements, judgments, court costs and reasonable attorneys' fees and costs) of any nature or kind whatsoever, whether raised by the Parties hereto or third parties, and whether or not an action is instituted, and if instituted, whether at trial or on appeal, arising out of or resulting from, directly or indirectly, any alleged negligent or intentional act or omission by a Student or the School, or the School's failure to perform any obligation undertaken or covenant made in this Agreement. The Hospital shall notify the School of any claim or action against the Hospital for which it seeks indemnification by the School. The School shall defend any such claim or action against the Hospital at the School's expense, and, at the Hospital's request, by counsel reasonably satisfactory to the Hospital. The provisions of this Section 5 shall survive the termination of this Agreement. Nothing herein shall be construed as consent by the School to be sued by third parties in any manner arising out of the performance of this Agreement.

6. Insurance. The School shall, at its own expense, obtain and maintain during the Term of this Agreement (as defined in Section 7(a)), general liability insurance coverage that covers, the acts and omissions of each of the Students in the minimum amount of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the annual aggregate (the "Insurance Policy"), with an insurance carrier or carriers approved and duly authorized to engage in the business of insurance under the laws of the State of Florida in order to provide adequate liability protection and coverage for the Hospital in connection with each Student's activities (including any actions or omissions) at the Hospital. The School's inability to obtain and maintain the Insurance Policy under this provision shall be cause for immediate termination of this Agreement by the Hospital. The School shall furnish the Hospital with a copy of a certificate of insurance evidencing compliance with this Section 6 annually prior to the commencement of each academic year.

7. Term; Termination.

a. *Term.* Unless terminated earlier pursuant to Section 7(b), the term ("Term") of this Agreement shall be for a period of three (3) years commencing as of the Effective Date and terminating as of the date of its third anniversary. This Agreement may be renewed upon mutual written agreement of the Parties.

b. *Termination.* This Agreement may be terminated prior to the expiration of the Term of this Agreement as follows:

i. *Material Breach.* If either Party materially breaches this Agreement (the "Breaching Party"), the other Party (the "Non-Breaching Party") shall have the right to give the Breaching Party written notice of the alleged breach, and the Breaching Party shall have thirty (30) days following receipt of such notice to cure the breach to the reasonable satisfaction of the Non-Breaching Party. If the breach is not cured to the reasonable satisfaction of the Non-Breaching Party within the thirty (30) day period, the Non-Breaching Party shall have the right to immediately terminate this Agreement.

ii. *Without Cause.* Either Party may terminate this Agreement without cause by giving the other Party not less than thirty (30) days advance written notice of its intent to terminate this Agreement. In the event of a termination without cause, the Hospital shall permit the Students currently rotating through the Hospital to complete their rotations, and continue their participation in the Program.

iii. *Force Majeure.* In the event of an interruption of the Hospital's operations which impairs the Hospital's ability to perform its obligations under this Agreement due to acts of God, natural disasters, fire, strikes, labor disputes or other similar reasons that are beyond the control of the Hospital, which interruption continues for thirty (30) consecutive days, either Party may elect to terminate this Agreement upon the expiration of the thirty (30) day period.

iv. *Change in Law.* This Agreement is intended to comply with existing state, federal and local laws, rules and regulations. However, the Parties acknowledge that the existing laws and regulations may change and that the courts or state, federal or local agencies with appropriate jurisdiction may change their interpretation of existing law. Upon the enactment or amendment of any state, federal or local law or regulation, or upon the issuance of any judicial or interpretive ruling of any existing state or federal law or regulation, that renders this Agreement illegal or materially changes the obligations of the parties, either Party may notify the other party of such event. The Parties shall use their best efforts during a thirty (30) day period after such notice is sent to the other Party to mutually agree to such amendments to this Agreement as to permit its valid and legal continuation. If after such thirty (30) day period, the Parties are unable to agree to amend this Agreement, this Agreement shall automatically terminate.

8. Independent Contractor Status. The School and the Hospital shall each be independent contractors to the others, and nothing contained in this Agreement shall be deemed or construed (i) to create a partnership or joint venture between the Hospital or any Affiliate, employee, officer agent or associate of the Hospital and the School, or (ii) to treat the School, or any Affiliate, employee, agent or associate of the School as an employee, agent, or partner of the Hospital.

9. Books, Records, Reports and Materials.

a. *Confidential Materials.* The School acknowledges that as a result of this Agreement, the School and the Students may become informed of, and have access to, valuable and confidential information of the Hospital (the "Confidential Information"). Except as required by law, the School shall not, at any time, either during or subsequent to the Term of this Agreement, use reveal, report, publish, copy, transcribe transfer or otherwise disclose to any person, corporation or other entity, any of the Confidential Information without the prior written consent of the Hospital, except to the officers and employees of the School who have a need to know such Confidential Information in order to carry out their responsibilities under this Agreement and except for information which is or becomes of general public knowledge from authorized sources other than the School or any Student. The School shall be liable for any breach of this Agreement by any of its officers or employees.

b. *Return of Confidential Information.* Upon the termination or expiration of this Agreement, the School shall, or shall cause the Students, to promptly deliver to the Hospital all deliverable Confidential Information which is in the School's or the Students' possession or control.

c. *Confidentiality of Patient Information and Patient Records.* The School shall require the Students to protect the confidentiality of patient information and comply with any and all of the Hospital's policies on the release of information (whether written or oral) about patients and with any applicable state and federal laws, including the Family Educational Rights and Privacy Act, 20 U.S.C. section 1232, also known as the "Buckley Amendment," the Health Insurance Portability and Accountability Act ("HIPAA"), and regulations protecting the confidentiality of patients' records. Patient records accessed by any Student as a result of treating patients of the Hospital shall be the property of the Hospital.

d. *FERPA.* Both parties agree to comply with the applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) as it pertains to education records for Students. The Hospital shall obtain written consent from Students in a form acceptable to the School in the event it requires any Education Record as defined by FERPA.

10. Claims Cooperation. The School and the Hospital agree to cooperate with each other in the event a legal claim is filed against either the Hospital or the School arising out of services related to the Students' clinical rotations under this Agreement. In such event, the School and the Hospital shall each require their respective employees and agents to cooperate with the other Party in the event that such employees or agents are called upon to meet with legal representative and investigators for either the School or the Hospital for the purpose of documenting the alleged facts of such a claim, as well as assisting in the defense of such action.

11. Entire Agreement/Modification. This Agreement constitutes the entire agreement between the Parties related to the specific subject matter of this Agreement. Neither Party shall be entitled to benefits other than those specified in this Agreement. No oral statements or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties relied solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements related to the specific subject matter of this Agreement, whether written or oral, not expressly incorporated herein, are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by the Parties.

12. Non-assignability. This Agreement shall not be assigned by any Party without the prior written consent of all other Parties.

13. Severability. The invalidity or unenforceability of any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of any provision, all of which are inserted conditionally on their being valid in law, and in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid or

unenforceable, this Agreement shall be construed as if that invalid or unenforceable word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted or shall be enforced as nearly as possible according to their original terms and intent to eliminate any invalidity or unenforceability.

14. Notice. Whenever any notice, demand or request is required or permitted under this Agreement, that notice, demand or request shall be either hand-delivered or sent by United States Mail, registered or certified, return receipt requested, postage prepaid, or delivered via overnight courier to the addresses below or to any other address that either Party may specify by notice to the other Party. Neither Party shall be obligated to send more than one notice to the other Party and no notice of a change of address shall be effective until received by the other Party. A notice shall be deemed received upon the earlier of actual delivery, three (3) days after posting in United States Mail or one day after dispatch by overnight courier.

To the Hospital: Variety Children's Hospital
d/b/a Nicklaus Children's Hospital
3100 S.W. 62nd Avenue
Miami, FL 33155-3009
Attn: Legal Department

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

15. Headings. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise affect the construction of the terms or provisions of this Agreement. References in this Agreement to sections are to the sections of this Agreement.

16. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted, including any presumption of superior knowledge or responsibility based upon a Party's business or profession or professional training, experience, education or degrees of any member, agent, officer or employee of any Party. If any words in this Agreement have been stricken out or otherwise eliminated (whether or not any other words or phrases have been added) and the stricken words are initialed by the Party against whom the words are construed, this Agreement shall be construed as if the words so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that those words were stricken out or otherwise eliminated.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Electronic signatures will be considered originals.

18. Governing Law. This Agreement shall be governed in all respects and construed in accordance with the laws of the State of Florida, without regard to Florida's conflicts of laws principles.

Any suit or action brought by any party concerning this Agreement or arising out of this Agreement shall be brought exclusively in Miami-Dade County, Florida.

19. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their permitted successors and assigns.

20. Attorneys' Fees. In the event any Party hereto elects to incur legal fees and expenses to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover from the losing Party such legal fees and expenses, whether suit is instituted or not, and whether at trial or on appeal, in addition to any other relief to which such party may be entitled.

21. Gender and Number. When the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

22. Waiver of Breach. The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

23. Authority/Execution. Each signatory to this Agreement represents and warrants that he possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he is signing.

24. Affiliate Definition. For purposes of this Agreement, an “Affiliate” means any person, entity or group controlled by or under common control with another person or entity and “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management, policies or affairs of the controlled person or entity, whether through ownership of stock, partnership units or other ownership interests, by contract or otherwise.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth in the first page of this Agreement.

**VARIETY CHILDREN’S HOSPITAL
D/BA NICKLAUS CHILDREN’S
HOSPITAL:**

By: _____
[Name]
[Title]

Date: _____

The College of the Florida Keys:

By: _____
Brittany Snyder, D.M.
Executive Vice President and CFO

Date: _____

EXHIBIT A
PROGRAMS

The Hospital shall provide training to Students of School in the following programs:

1. Associate of Science in Nursing Program