

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

and

ACTS RETIREMENT-LIFE COMMUNITIES, INC.

d/b/a EDGEWATER POINTE ESTATES

(hereinafter referred to as "Agency"),
whose principal place of business is
23305 Blue Water Circle
Boca Raton, Florida 33433

WHEREAS, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of service described in **Exhibit "A"** which is attached hereto and incorporated herein by reference; and

WHEREAS, the Agency has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

2.02 **Term of Agreement.** The term of this Agreement shall be for the period commencing on December 9, 2014 and concluding on October 31, 2017.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC or any participating student or faculty member shall interfere with or adversely affect the Agency's operations or the Agency's provision of health care services.

2.04 **Substitute Instructors.** SBBC shall, at its sole expense, provide substitute instructors certified for Health Occupations Education in the event of teacher absence for clinical educational experiences or for the withdrawal of students from classroom activities.

2.05 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the agency by telephone at any given time during which students are on the Agency's premises without supervision by an instructor.

2.06 **Course Materials.** Upon request, SBBC shall provide the Agency copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.07 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Agency staff prior to the placement of students with the Agency. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with Agency staff. The Agency shall provide opportunities for participating students to observe and assist in various aspects of patient care.

2.08 **Student-Teacher Ratio.** SBBC shall maintain the student-teacher ratios specified in **Exhibit "B"** which is attached hereto and incorporated herein by reference.

2.09 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in **Exhibit "C"** which is attached hereto and incorporated herein by reference.

2.10 **Facility Availability.** If applicable, the Agency shall make the operating room suite available to Surgical Technology Students and central supply areas available to students participating in the program for clinical educational experiences. The Agency shall provide locker space for participating students who will be required to furnish their own locks.

2.11 **Supervision of Clinical Experiences.** Students participating in the Allied Health Assisting Program (Secondary) Program for clinical educational experiences directly related to patient care shall be supervised by SBBC through a certified instructor.

2.12 **Faculty Orientation.** The Agency shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences.

2.13 **Student Evaluation.** Upon the request of SBBC, the Agency shall assist in the evaluation of student performance. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. The Agency shall be responsible at all times for patient care.

2.14 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of the Agency. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit "D" and Exhibit "E"** and herein incorporated by reference. SBBC and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify the Agency of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the Agency and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the Agency or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

2.15 **Number of Assigned Students.** SBBC and the Agency agree that the determination of the number of students to be assigned to the Agency shall be a mutual decision based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

2.16 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Agency's premises.

2.17 **Students are Not Agency Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the Agency. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.18 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the Agency as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Agency's staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

2.19 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the Agency does not meet the professional educational requirements and standards of SBBC. The Agency reserves the right to discontinue the

availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the Agency as determined by the Agency, following collaboration with SBBC personnel. The Agency reserves the right to immediately remove from its premises any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from program participation.

2.20 Infectious Diseases and Student Immunizations. SBBC shall advise students of the risk of infectious diseases and that the Agency is not responsible for exposure to infectious diseases that occur beyond their reasonable control. SBBC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

2.21 Personal Property. The Agency shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.22 Participant's Medical Care. SBBC and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the Agency's premises. In no event shall the Agency be financially or otherwise responsible for said medical care and treatment.

2.23 Emergency Health Care Services. The Agency shall provide immediate emergency health care services to faculty and students participating in the program in the event of accidental injury or illness while on the Agency's premises. At the time of providing such services, the Agency shall accept assignment of the affected individual's insurance policy. The Agency shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.24 Agency Accreditation/Licensure. The Agency shall provide proof of its accreditation/licensure status to SBBC.

2.25 Professional Liability Insurance Coverage. SBBC shall provide the agency proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student and faculty member. Students shall be required to be covered by their own health or accident insurance.

2.26 Agency Insurance. The Agency maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the Agency if the Agency possesses sovereign immunity.

2.27 Criminal Background Check and Drug Screening.

All health science education students at Atlantic, McFatter and Sheridan Technical Centers, as well as the practical nursing students at Blanche Ely High School who participate in a clinical experience at a hospital, nursing home or other clinical facility, must take and successfully pass a criminal background check and a ten panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home or clinical facility, students may be denied program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required.

2.28 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Memorial HealthCare System, Inc. agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Memorial HealthCare System, its agents, servants or employees; the equipment of Memorial HealthCare System, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Memorial HealthCare System or the negligence of Memorial HealthCare System agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Memorial HealthCare System, SBBC or otherwise.

2.29 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Career, Technical, Adult and Community Education
1701 NW 23 Avenue
Fort Lauderdale, Florida 33311

And a Copy to: Curriculum Supervisor
Health Science Education
1701 NW 23 Avenue
Fort Lauderdale, Florida 33311

To Agency: Grace Augustine-Dieurestil, Director of Nursing
Name of Agency
ACTS Retirement-Life Communities, Inc, d/b/a Edgewater
Pointe Estates
Address
23305 Blue Water Circle
Boca Raton, FL 33433

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.08 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and

employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect

as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.22 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.23 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

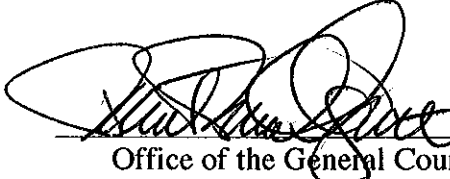
**THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

ATTEST:

By _____
Donna P. Korn , Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

 10/30/14

Office of the General Counsel



(Corporate Seal)

FOR AGENCY

ACTS Retirement-Life Communities, Inc
Name of Agency

ATTEST:

By Gary J.N. Ginter

Gary J.N. Ginter
Vice President
Procurement &
Contract Management

_____, Secretary

-or-

Bonnie J. Stearns
Witness

Alexis M. Olds
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Pennsylvania

COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 28th day of October, 2014 by Gary JN Ginter of ACTS Retirement-Life Communities, Inc, on behalf of the corporation/agency.
Name of Person
Name of Corporation or Agency

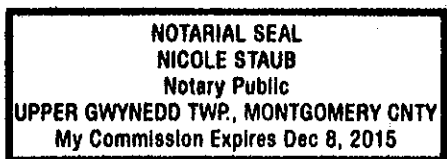
He/She is personally known to me or produced Personally Known as identification and did/did not first take an oath. Type of Identification

My Commission Expires: Dec 8, 2015

Nicole Staub
Signature – Notary Public

Nicole Staub
Printed Name of Notary

(SEAL)



1266237
Notary's Commission No.

EXHIBIT A

The School Board of Broward County through Health Science Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

ALLIED HEALTH ASSISTING	NURSING ASSISTANT (ACUTE AND LONG-TERM CARE)
HEALTH UNIT COORDINATOR	PATIENT CARE TECHNICIAN
HOME HEALTH AIDE	PHARMACY TECHNICIAN
MEDICAL ASSISTANT	PRACTICAL NURSING
MEDICAL RECORD TRANSCRIBER	ORTHOPEDIC TECHNICIAN
MEDICAL CODER/BILLER	UNIT TREATMENT AND REHABILITATION

EXHIBIT B

The following Health Science programs require specific student-teacher ratios for clinical experiences that differ from the school determined student-teacher ratio appropriate for the instructed programs:

Program Title	Required Ratio
Allied Health Assisting Program	20:1
Patient Care Assistant Program	12:1
Practical Nursing Program	12:1
Nursing Assistant Program	12:1

EXHIBIT C

The following program maintains approval/accreditation status:

- **Practical Nursing Program (PN)**
Florida Board of Nursing Approval (BON)
Accreditation Commission for Education in Nursing (ACEN)

EXHIBIT D

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida ("SBBC") and _____ ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. This includes all Protected Health Information (PHI). PHI is information which relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be in oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or medium. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Agency. The undersigned further acknowledges that he or she has viewed a videotape regarding Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's and School's privacy policies and procedures and privacy practices. The undersigned acknowledges its responsibility as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and agrees to comply with all of the requirements as contained in HIPAA.

Dated this _____ day of _____, 20_____.

PROGRAM PARTICIPANT:

SIGNATURE

PRINT NAME

WITNESS

HIPAA ADDENDUM TO EDUCATION (NURSING) AGREEMENT

This Addendum ("Addendum") is made and entered into as of the 9th day of December, 2014 ("Effective Date") and is by and between ACTS Retirement-Life Communities Inc., ("ACTS"), and School Board of Broward County (SBBC) ("Business Associate").

BACKGROUND

ACTS and Business Associate have entered into an Education (Nursing) Agreement dated 10/1/2011, (the "Agreement"), pursuant to which Business Associate provides Education (Nursing) Services to or on behalf of ACTS (the "Services"). In the course of providing Services, Business Associate will have access to individually identifiable health information transmitted or maintained by ACTS ("PHI") that is protected under the Privacy and Security Standards (45 C.F.R. Parts 160 and 164), of the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Standards"). All statutory and regulatory references herein shall include such statute and regulation as then in effect and all amendments and replacements thereto. As a condition to ACTS entering into the Agreement with Business Associate, Business Associate is obligated to maintain the privacy and security of PHI in accordance with the HIPAA Standards.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Business Associate and ACTS hereby agree as follows:

1. Limitation on Use of PHI: Permitted Uses. Business Associate shall maintain the privacy and security of PHI in accordance with the HIPAA Standards. Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI solely as necessary to perform the Services specified in the Agreement in conformity with the HIPAA Standards, provided that such use or disclosure would not violate the HIPAA Standards if done by ACTS. Business Associate shall not use or further disclose PHI other than as permitted by this Addendum or as required by law and shall use appropriate safeguards and comply with subpart C at 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as permitted by this Addendum or as required by law. Business Associate shall maintain the same level of security for PHI as maintained by ACTS. Business Associate shall report to ACTS any use or disclosure of PHI not provided for by the Addendum, including breaches of unsecured PHI (a "Privacy Breach"), or interference with systems operations in its information systems (a "Security Incident") immediately upon becoming aware of such use or disclosure.

A. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect it is aware of arising from a Privacy Breach or Security Incident. Any such mitigation efforts shall, at a minimum, be consistent with ACTS' own mitigation policy.

2. Agents, Subcontractors. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, or created, maintained, transmitted or received by Business Associate on behalf of ACTS agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information.

3. Access, Amendment and Accounting. Business Associate shall make available PHI to individuals in accordance with 45 C.F.R. §164.524. Business Associate shall make available PHI for amendment and incorporate any amendments to PHI, or take other measures as necessary to satisfy ACTS'

obligations under 45 C.F.R. §164.526. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528. ACTS shall, in its sole discretion, determine whether PHI held by Business Associate is a designated record set, as defined in 45 C.F.R. §164.501.

4. Availability of Books and Records to Secretary. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of ACTS available to the Secretary of the United States Department of Health and Human Services (the "Secretary") for purposes of the Secretary determining ACTS' compliance with the HIPAA Standards.

5. Termination. ACTS may terminate the Agreement and this Addendum immediately upon written notice to Business Associate, if ACTS determines that Business Associate has breached or violated this Addendum. Upon termination of this Addendum, Business Associate shall, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of ACTS that Business Associate still maintains in any form, and shall retain no copies of such PHI, or, if such return or destruction is not feasible, extend the protections of this Addendum to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

A. Opportunity to Cure. ACTS may, in its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation within a time period specified by ACTS, and, if Business Associate does not cure the breach or end the violation within such time period, ACTS may then terminate the Agreement.

B. Requirement to Report Violation. If neither termination nor cure is feasible, ACTS shall report the violation to the Secretary.

Nothing in this Addendum shall affect the right of ACTS to independently terminate the Agreement pursuant to the terms thereof.

6. Covered Entity's Access to Facilities, Books and Records. Business Associate shall upon reasonable request, give ACTS access to Business Associate's facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Business Associate's compliance with this Addendum. ACTS shall make available to Business Associate an accounting for disclosures specific to the interests of the Business Associate and its relationship to ACTS only upon written request.

7. Remedies. Business Associate agrees that monetary damages would be inadequate to compensate ACTS for any breach by the Business Associate of its covenants and agreements set forth herein. Accordingly, Business Associate agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to ACTS and that, in addition to any other remedies that may be available, in law, in equity or otherwise, ACTS shall be entitled to obtain injunctive relief against the breach or threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages.

8. Addendum. This Addendum amends certain terms and conditions of the Agreement. Except as otherwise amended or modified herein, the terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between the Agreement and this

Addendum, the terms and conditions of this Addendum shall prevail. Any ambiguity in the Addendum shall be resolved to permit ACTS to comply with the HIPAA Standards.

9. Indemnification. Business Associate agrees to indemnify and hold harmless ACTS from any and all liability or claims for damages or injury caused or resulting from negligent acts or omissions in connection with Business Associate's use or disclosure of PHI or from Business Associate's breach of this Addendum. Business Associate shall further indemnify and hold ACTS harmless against all costs, reasonable counsel fees, expenses and liabilities incurred in connection with any action proceeding brought against ACTS by reason of any such claims. Business Associate, upon notice from ACTS, shall resist and defend at Business Associate's expense, such action or proceeding.

10. Amendment. The parties agree to promptly amend the terms of this Addendum and to take such other actions as are necessary to comply with the requirements of HIPAA Standards and any changes thereto, as such rules may be amended and in effect from time to time. Business Associate agrees to promptly amend its agreements with its subcontractors and agents to conform to the terms of the Addendum. ACTS may terminate the Agreement upon thirty (30) days written notice to Business Associate if Business Associate does not promptly amend this Addendum when requested by ACTS as requested hereunder, or Business Associate does not agree to sufficiently amend this Addendum so as to satisfy the standards and requirements of the HIPAA Standards and the Electronic Health Care Transaction and Code Sets Standards, appearing at 45 C.F.R. Parts 160 and 162.

11. Survival. The respective rights and obligation of Business Associate under Sections 1(A) and 5 hereof shall survive the termination of this Addendum.

12. Minimum Necessary Used and Disclosure Requirement. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 C.F.R. §164.502(b). Further, Business Associate shall restrict access to PHI to those employees of Business Associate or other workforce members under the control of Business Associate who are actively and directly participating in providing Services and who need to know such information in order to fulfill their responsibilities to ACTS under the Agreement, are or shall be appropriately informed of the terms of this Addendum and that they are under a legal obligation to fully comply with all provisions of this Addendum.

13. Security of Electronically Exchanged PHI. If ACTS and Business Associate exchange PHI electronically, Business Associate, in addition to complying with all other provisions of this Addendum, shall comply and shall require any of its subcontractors or agents involved in the electronic exchange of PHI to comply, with the following:

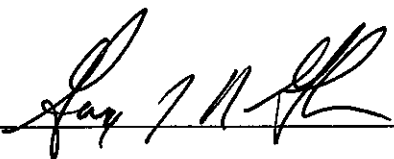
A. Security of PHI. Business Associate shall provide and shall require its agents and subcontractors to provide security for PHI that is electronically exchanged between ACTS and Business Associate, between Business Associate and its subcontractors or agents, or between ACTS and Business Associate's subcontractors or agents, in accordance with 45 C.F.R. §164.308(b)(1).

B. Implementation of Safeguards; Reasonable Assurances. Business Associate shall implement and maintain, and shall require its subcontractors and agents to implement and maintain, administrative, technical and physical safeguards to protect the security, integrity and confidentiality of PHI electronically exchanged between ACTS and Business Associate, between Business Associate and its subcontractors or agents, or between ACTS and Business Associate's subcontractors or agents, in accordance with 45 C.F.R. §164.314(a)(2)(i) and Business Associate shall obtain reasonable assurances from the person to whom the PHI is disclosed that the information will remain confidential and used or disclosed only as required by law or for the purposes for which it was disclosed to the person, and the

person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Addendum as of the day and year first written above.

ACTS RETIREMENT-LIFE COMMUNITIES, INC.



Name:

Gary J.N. Ginter
Vice President

Title:

Procurement &
Contract Management

School Board of Broward County (SBBC)

Name:

Title:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

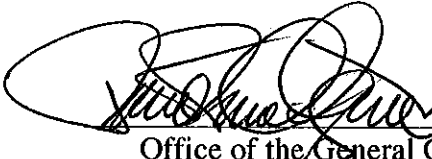
**THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

ATTEST:

By _____
Donna P. Korn , Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

 10/30/14
Office of the General Counsel