

Student Affiliation Agreement

This Agreement is made as of the _____ day of November, 2015 between FVE Managers, Inc. d/b/a Five Star Premier Residences of Hollywood ("Facility") and The School Board Of Broward County, Florida ("Educational Agency").

Term: Unless terminated earlier pursuant to the termination clause in this Agreement, the term of this Agreement shall be for a period of two (2) years from the date of award, and may at the sole discretion of the Educational Agency, be renewable for (2) additional one (1) year periods.

Termination: Either party may terminate this agreement upon thirty (30) days notice in writing to the other party. If Facility terminates this Agreement less than thirty (30) days prior to commencement of a course, students enrolled in the course may continue under this agreement until the course is completed; provided that Facility may terminate this agreement immediately, regardless of the timing of commencement or completion of coursework, if failure to do would be inconsistent with resident care.

It is agreed and understood that the students participating in the educational program at Facility are doing so solely for training and educational purposes. In consideration of the promises and the mutual covenants contained herein, the parties to this Agreement agree as follows:

FACILITY'S RESPONSIBILITIES

Facility shall:

1. Have sole authority and control over all aspects of resident services, including those activities where students may be exposed to or interrelate with residents.
2. Make Facility available to students enrolled in the educational program at the discretion of Facility. Resident assignments, days and hours will be mutually agreed upon by Facility and the Educational Agency.
3. Agrees to provide general orientation for students to Facilities applicable policies/procedures to include but not limited to safety, confidentiality, MSDS, blood borne pathogens, Hepatitis B, and HIPAA.
4. Have the right, in its sole discretion to refuse or limit access under this agreement, to any student and/or instructor who Facility deems has not adhered to the terms of this agreement, who constitutes a threat to resident health or safety, or to the successful operation of the educational program or Facility. Facility will provide the Educational Agency with written notice as soon as it is reasonably possible when it invokes its rights under this section.

5. Contribute in the evaluation of students as may be requested by the Educational Agency.
6. Facility will select a person reasonably acceptable to Educational Agency to supervise students who participate in the educational program (the "Supervisor"). Students will function under the direct supervision of the Supervisor or his or her designee. Educational Agency will communicate to the Supervisor what level of assignments is appropriate given each student's level of competence.

THE EDUCATIONAL AGENCY'S RESPONSIBILITIES

The Educational Agency shall:

1. Assume and maintain primary responsibility for the planning and execution of the educational program including: programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for grades, matriculation, promotion and graduation.
2. Ensure that all students have completed all applicable prerequisite courses and any other requirements necessary prior to the student placement.
3. In consultation with Facility and subject to approval by Facility, maintain responsibility, control and supervision of the educational program at Facility.
4. Arrange, in conjunction with Facility, for appropriate orientation for the students/faculty at clinical site.
5. Provide Facility with written objectives and guidelines for the clinical rotation if requested.
6. Determine that each student has: (a) proof of a recent physical examination, (b) a negative TB test or NTB screen based on state regulations and (c) either proof of vaccination for Hepatitis B or a signed declination form prior to placement at Facility. Copies of all tests/declinations will be made available on request. In the event of occupational exposure, Education Agency will be responsible for maintaining the follow-up health records.
7. Acknowledge and agree that any student placed at the Facility under this Agreement is considered a member of the Facility's "workforce" as defined in 45 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
8. Determine that each student, through performance of a criminal background check, is qualified to participate in a clinical site rotation. Results of background checks will be made available on request.

9. Inform students of student's responsibility to provide any transportation, meals and lodging related to clinical rotation.
10. Insure each student for claims or losses related to the student's activities at the Facility.
11. Require that each student and instructor maintain Professional Liability Insurance for coverage of expenses or losses incurred through activities, acts and omissions that may occur during the period of clinical placement at Facility. The Educational Agency will advise the student that proof of such insurance may be required prior to the student beginning the clinical rotation.
12. Maintain, in full force and effect for the duration of this Agreement, general and professional liability insurance covering Educational Agency and its employees in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Educational Agency shall notify Facility thirty (30) days prior to any material change in or termination of insurance.
13. Be responsible for the Educational Agency's instructors' and students' compliance with all rules, policies, standards, schedules, practices and regulations of Facility while participating in the educational program at Facility. It is understood that Facility retains the ultimate responsibility for resident care.
14. Assure that each student attends the general orientation program provided by Facility.

GENERAL TERMS AND CONDITIONS

Anti-Discrimination

The parties agree that in the performance of this agreement, there will be no discrimination against students, instructors, employees or other persons related to race, color, sex, religion, creed, age, national origin, sexual orientation or disability.

Indemnification

The Educational Agency will defend, indemnify and hold harmless Facility, its directors, officers, employees and agents against any and all claims, demands, causes of action, losses, costs and liabilities, including reasonable attorneys' fees, brought and arising out of or relating to any act or omission of the Educational Agency, and instructor or student participating in the educational program at Facility pursuant to this agreement. 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.

Independent Parties

This Agreement is an independent contract between Facility and Educational Agency. Neither party, nor any employees of either party, shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this Agreement be construed as a contract of employment or agency. The Facility shall be under no obligation to provide Worker's Compensation, disability, health or other insurance, or to provide unemployment benefits for the Educational Agency or to withhold, deduct or pay income or social security taxes for the Educational Agency.

Controlling Law

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the state where the Facility is located, notwithstanding any conflict-of-law provisions to the contrary.

Compliance with Laws and Regulations

In the event that any local, state, or federal governmental agency promulgates regulations which may affect the validity or enforceability of the terms hereof, the provision so affected shall be immediately subject to renegotiations upon the initiative of either party, and the remaining provisions hereof shall continue in full force and effect.

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
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With a Copy to: Director
Career, Technical, Adult and Community Education
1701 NW 23 Avenue, Room 171
Fort Lauderdale, Florida 33311

And a Copy to: Curriculum Supervisor
Health Science Education
1701 NW 23 Avenue, Room 171
Fort Lauderdale, Florida 33311

To Agency: Director – Assisted Living
FVE Managers, Inc.
2485 North Park Road
Hollywood, Florida 33021

Exhibits

The following exhibit is attached and hereby made a part of this agreement.

Exhibit A: Student Worksheet

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written intending to be legally bound hereby.

Educational Agency:

By _____

Name: _____

Title: _____

Exhibit A

Facility

By Five Star Premier Residences of
Hollywood

Name: Cauler Beh

Title: Director of Assisted Living

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:

Kathleen S. [Signature] 10-7-15
Office of the General Counsel

Exhibit A

Student Worksheet

Educational Agency: _____

Program: _____

Facility: _____

Instructor: _____

[illegible]