

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, 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

FIVE STAR QUALITY CARE-FL, LLC
whose principal place of business is
2701 North Course Drive
Pompano Beach, Florida 33069

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 Five Star Quality Care-FL, LLC 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 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall begin on the date it is fully executed by both parties and conclude on November 1, 2020.

2.02 **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 Five Star Quality Care-FL, LLC 's operations or Five Star Quality Care-FL, LLC 's provision of health care services.

2.03 **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.

2.04 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with Five Star Quality Care-FL, LLC by telephone at any given time during which students are on Five Star Quality Care-FL, LLC 's premises without supervision by an instructor.

2.05 **Course Materials.** Upon request, SBBC shall provide Five Star Quality Care-FL, LLC copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.06 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Five Star Quality Care-FL, LLC 's staff prior to the placement of students with Five Star Quality Care-FL, LLC. 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 Five Star Quality Care-FL, LLC 's staff. Five Star Quality Care-FL, LLC, shall provide opportunities for participating students to observe and assist in various aspects of patient care. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, urine drug screen and criminal background check) to Five Star Quality Care-FL, LLC.

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

2.08 **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. Five Star Quality Care-FL, LLC shall provide proof of its accreditation/licensure status to SBBC within 15 business days of the date of this Agreement. Five Star Quality Care-FL, LLC is hereby assets that it is fully accredited and licensed for the programs specified in **Exhibit C**.

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

2.10 **Faculty Orientation.** Five Star Quality Care-FL, LLC shall provide an orientation for SBBC faculty prior to the commencement of the students' clinical educational experiences.

2.11 **Student Evaluation.** Upon the request of SBBC, Five Star Quality Care-FL, LLC shall assist in the overall evaluation of student performance at the clinical site. This evaluation includes employability criteria as well as the demonstration of actual hands-on skills. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. Five Star Quality Care-FL, LLC shall be responsible at all times for patient care. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, urine drug screen and criminal background check) to Five Star Quality Care-FL, LLC.

2.12 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Five Star Quality Care-FL, LLC and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of Five Star Quality Care-FL, LLC. After viewing the Five Star Quality Care-FL, LLC's training video, 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 herein incorporated by reference on their first day at the facility. 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 Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC 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.

2.13 **Number of Assigned Students.** SBBC and Five Star Quality Care-FL, LLC agree that the determination of the number of students to be assigned to Five Star Quality Care-FL, LLC 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.

2.14 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on Five Star Quality Care-FL, LLC's premises.

2.15 **Students are Not Five Star Quality Care-FL, LLC 's Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of Five Star Quality Care-FL, LLC.

2.16 **No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by Five Star Quality Care-FL, LLC as trainees and shall have no expectation of receiving compensation or future employment from either party. Students cannot receive gifts of any kind from clients or staff of Five Star Quality Care-FL, LLC. Any courtesy appointments to Five Star Quality Care-FL, LLC '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.

2.17 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if Five Star Quality Care-FL, LLC does not meet the professional educational requirements and standards of SBBC. Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC as determined by Five Star Quality Care-FL, LLC, following collaboration with SBBC personnel. Five Star Quality Care-FL, LLC 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.

2.18 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that Five Star Quality Care-FL, LLC 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) Tetanus, Diphtheria, and Pertussis (TDaP) 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. SBBC shall obtain written consent from the parent of an underage student or from the student age 18 or over before disclosing any information from SBBC student education records (which includes the results of an annual physical, all immunizations, urine drug screen and criminal background check) to Five Star Quality Care-FL, LLC.

2.19 **Five Star Quality Care-FL, LLC Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, Five Star Quality Care-FL, LLC shall:

- 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20

U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student or a student age 18 or older provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and provide same list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the student's records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone and email at 754-321-0300, itsecurity@browardschools.com and 754-321-1900, privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC Staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC as a contact in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once that media is no longer in use by termination of this Agreement or by disuse and/or disposal of the equipment; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of the SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims

no ownership or property rights thereto and upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Five Star Quality Care-FL, LLC shall, 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. This section shall survive the termination of all performance required or obligations existing under this Agreement.

2.20 **Personal Property.** Five Star Quality Care-FL, LLC shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.21 **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 Five Star Quality Care-FL, LLC's premises. In no event shall Five Star Quality Care-FL, LLC be financially or otherwise responsible for said medical care and treatment.

2.22 **Emergency Health Care Services.** Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC's premises. At the time of providing such services, Five Star Quality Care-FL, LLC shall accept assignment of the affected individual's insurance policy. Five Star Quality Care-FL, LLC shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.23 **Professional Liability Insurance Coverage.** SBBC shall provide Five Star Quality Care-FL, LLC proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 for each student. Students shall be required to be covered by their own health or accident insurance.

2.24 **Five Star Quality Care-FL, LLC Insurance.** Five Star Quality Care-FL, LLC shall maintain the following insurance throughout the term of this Agreement.

- a. **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

b. Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this contract.

2.25 Inspection of Five Star Quality Care-FL, LLC's Records by SBBC. Five Star Quality Care-FL, LLC shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of Five Star Quality Care-FL, LLC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative. Five Star Quality Care-FL, LLC's Records subject to examination shall include, without limitation, any and all records and documents. To such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to the Five Star Quality Care-FL, LLC's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of the Agreement. SBBC's agent or its authorized representative shall provide the Five Star Quality Care-FL, LLC reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the Five Star Quality Care-FL, LLC's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. Five Star Quality Care-FL, LLC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.26 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: Principal
Atlantic Technical College
The School Board of Broward County, Florida
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

To Five Star Quality Care-FL, LLC:
Administrator: Brad Bodie
2701 North Course Drive
Pompano Beach, Florida 33069

2.27 **Background Screening.** Five Star Quality Care-FL, LLC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Five Star Quality Care-FL, LLC or its personnel providing any services under the conditions described in the previous sentence. Five Star Quality Care-FL, LLC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Five Star Quality Care-FL, LLC and its personnel. The parties agree that the failure of Five Star Quality Care-FL, LLC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, Five Star Quality Care-FL, LLC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Five Star Quality Care-FL, LLC 's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or Five Star Quality Care-FL, LLC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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 Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC 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 SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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 Agreement 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 **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.

3.9 **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.

3.10 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.11 **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.

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

3.13 **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.

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

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23. **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 employees' 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 Five Star Quality Care-FL, LLC.** Five Star Quality Care-FL, LLC 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 Five Star Quality Care-FL, LLC , its agents, servants or employees; the equipment of Five Star Quality Care-FL, LLC , its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Five Star Quality Care-FL, LLC or the negligence of Five Star Quality Care-FL, LLC 's 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 Five Star Quality Care-FL, LLC , SBBC or otherwise.

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.

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FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Five Star Quality Care-FL, LLC
Date: 2017.12.13 15:35:43 -05'00'

Office of the General Counsel

FOR FIVE STAR QUALITY CARE-FL, LLC

(Corporate Seal)

FIVE STAR QUALITY CARE-FL, LLC

ATTEST:

By *[Signature]*

_____, Secretary

-or-
[Signature]
Witness

[Signature]
Witness

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

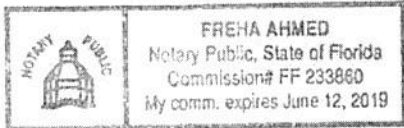
STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30 day of Nov, 2017 by Mitch Beann of _____, on behalf of the corporation/Five Star

Quality Care-FL, LLC.
Name of Corporation or Five Star Quality Care-FL, LLC
He/She is personally known to me or produced FOI as identification and did/did not first take an oath. Type of Identification

My Commission Expires:
[Signature]
Signature – Notary Public



(SEAL)

Freha Ahmed
Printed Name of Notary

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 CENTRAL STERILE PROCESSING TECHNOLOGY DENTAL ASSISTING TECHNOLOGY AND MANAGEMENT (ATD) DENTAL LABORATORY TECHNOLOGY ELECTROCARDIOGRAPH AIDE ELECTROCARDIOGRAPH TECHNOLOGY EMERGENCY MEDICAL TECHNICIAN EMERGENCY MEDICAL RESPONDER HEALTH UNIT COORDINATOR/MONITOR TECHNICIAN HEMODIALYSIS TECHNICIAN HOME HEALTH AIDE MASSAGE THERAPY MEDICAL ASSISTING	MEDICAL CODER/BILLER (ATD) MEDICAL RECORD TRANSCRIBING MENTAL HEALTH TECHNICIAN NURSING ASSISTANT (Acute and Long-Term Care) OPTOMETRIC ASSISTING ORTHOPEDIC TECHNOLOGY PATIENT CARE TECHNICIAN PHARMACY TECHNICIAN (ATD) PHLEBOTOMY PRACTICAL NURSING SURGICAL TECHNOLOGY
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EXHIBIT B

Maintain the following student-teacher ratio for:

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 Five Star Quality Care-FL, LLC, to keep confidential any information regarding Five Star Quality Care-FL, LLC patients, as well as all confidential information of Five Star Quality Care-FL, LLC. 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 Five Star Quality Care-FL, LLC, except as required by law or as authorized by Five Star Quality Care-FL, LLC. The undersigned agrees to comply with any patient information privacy policies and procedures of School and Five Star Quality Care-FL, LLC. The undersigned further acknowledges that he or she has viewed a videotape regarding Five Star Quality Care-FL, LLC 's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Five Star Quality Care-FL, LLC '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