STUDENT TRAINING AGREEMENT

This Agreement, effective the 1st day of September, 2008, is entered into by and between the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, located at 11000 University Parkway, Pensacola, FL 32514, referred to in this Agreement as “UNIVERSITY,” and Gentiva Health Services (Certified), Inc., with offices located at 417-C NW Racetrack Road, Fort Walton Beach, FL 32547 and 2215 S. Ferdon Boulevard, Court Plaza, Crestview, FL 32536, referred to in this Agreement as “GENTIVA.”

UNIVERSITY provides in its curriculum programs for the education of nursing students. As part of its program, UNIVERSITY desires to offer students home care experiences, in the form of an externship. Students participating in this externship shall be licensed registered nurses enrolled in the baccalaureate degree nursing program of the UNIVERSITY.

GENTIVA, in return for the opportunity to extend its scope of available services to the community, is willing to assist UNIVERSITY with providing such experiences for students.

Therefore, UNIVERSITY and GENTIVA agree to the following terms and conditions.

1. Responsibilities of GENTIVA

1.01 Services. GENTIVA agrees to make available certain training experiences in accordance with UNIVERSITY standards and GENTIVA policies and procedures, and to accept students for such training experiences in those courses for which placement has been mutually reviewed, planned, and arranged. GENTIVA will assign students at GENTIVA’s discretion according to the students’ educational program and in consideration of the needs of GENTIVA’s patients.

1.02 Availability. GENTIVA will designate an individual who will be the contact for UNIVERSITY and its students. The GENTIVA contact will be available to students and faculty who wish to discuss questions and concerns about their training.

1.03 Orientation. GENTIVA will provide an orientation to appropriate UNIVERSITY faculty members to familiarize them with GENTIVA’s policies.

1.04 Responsibility for Patient Care. GENTIVA will retain full responsibility and authority for the care of its patients.

1.05 Student/Faculty Illness or Injury. GENTIVA will assist in obtaining emergency care in case of sudden illness or injury to any student or faculty member. However, the cost of such care will be the responsibility of the student or faculty member concerned.

1.06 Staff Orientation. GENTIVA will advise its staff of the roles and responsibilities of the students while involved in the externship.

1.07 Insurance. GENTIVA will maintain at its sole expense, or require its subcontractors to maintain at such subcontractor's expense, valid policies of insurance that include general and professional liability coverages of not less than $1,000,000 per occurrence, $3,000,000 aggregate for professional liability, $2,000,000 aggregate for general
liability, covering acts or omissions that may give rise to liability for services under this Agreement. GENTIVA will also maintain worker's compensation insurance appropriate for state statutory requirements. GENTIVA will provide a current certificate of insurance evidencing all required coverages to UNIVERSITY upon request, and will give prompt written notice of any material changes in coverage.

1.08 **Non-Disclosure.** The UNIVERSITY may disclose information from a Student's educational record, as appropriate, to personnel at GENTIVA who have a legitimate need to know in accordance with the Family Educational rights and Privacy Act of 1974, as amended, and section 1002.22, Florida Statutes. GENTIVA hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the Student, and that the information will not be disclosed to any other party without notice to the UNIVERSITY and with the Student's prior written consent.

2. **Responsibilities of UNIVERSITY**

2.01 **Policies and Procedures.** UNIVERSITY will conduct all activities applicable to this Agreement according to GENTIVA's policies and procedures and will advise participating Students that they must comply with such policies and procedures while accompanying GENTIVA personnel in order to participate in the program.

2.02 **Liaison.** UNIVERSITY will designate person(s) from the faculty to act as liaison(s) for communication with GENTIVA.

2.03 **Orientation.** UNIVERSITY will provide an orientation to GENTIVA regarding UNIVERSITY's purposes and activities during the educational semester. At least one month prior to the semester in which students are to be placed with GENTIVA, UNIVERSITY will provide names, credentials, and area of educational expertise of faculty personnel responsible for each student group, as well as the type of schedule planned, the clinical experience desired and preferred times, and the academic status of each student. UNIVERSITY will review with GENTIVA any proposed changes in the training experiences to which students will be exposed.

2.04 **Supervision.** UNIVERSITY will retain full responsibility for teaching and general supervision of the student's learning experience.

2.05 **Student Information.** UNIVERSITY will provide student names, addresses, and telephone numbers to GENTIVA following registration with UNIVERSITY.

2.06 **Insurance.** UNIVERSITY will maintain at its sole expense valid policies of insurance covering its students and instructors with professional liability coverage of not less than $1,000,000 per occurrence, $3,000,000 aggregate covering acts or omissions that may give rise to liability for services under this Agreement. UNIVERSITY will provide a copy of certificates of insurance evidencing such coverages to GENTIVA upon request and will give prompt written notice of any material changes in UNIVERSITY coverage.

2.07 **Student Orientation.** UNIVERSITY will orient students to GENTIVA's services. In this orientation, UNIVERSITY will discuss the appropriate ethical and professional conduct that will be expected and maintained by all students when participating in GENTIVA's
services, as well as the appropriate attire for accompanying GENTIVA personnel into the homes of GENTIVA’s patients.

2.08 **Health Clearance.** UNIVERSITY will require each student to pass a physical fitness examination and meet applicable federal, state, and local health clearance requirements. UNIVERSITY will provide certification to GENTIVA that each student has been immunized against the common communicable diseases and other required immunizations, including the Hepatitis B vaccination, in accordance with all federal, state, and local requirements prior to participating in externship experiences. In addition, UNIVERSITY will require each student to provide proof of tuberculin testing, mantoux negative, or chest X ray negative within one (1) year, to be reviewed annually. UNIVERSITY will assume responsibility for all students to provide their own medical care.

2.09 **OSHA Education.** Prior to participation in externship activities with GENTIVA, UNIVERSITY will ensure each student has received training that explains OSHA standard 29 CFR part 1910.1030, universal precautions and bloodborne pathogens, and tuberculosis control.

2.10 **Confidentiality.** UNIVERSITY acknowledges that GENTIVA’s home health policies and procedures are confidential, proprietary trade secrets of GENTIVA. UNIVERSITY, participating students, and faculty will maintain the confidentiality of, and will not disclose the contents of GENTIVA’s policies and procedures to any person or entity other than students and faculty engaged in training activities under this Agreement. In addition, UNIVERSITY, participating students, and faculty will maintain the confidentiality of all GENTIVA patients, and each participating student will sign a Student Confidentiality Agreement with GENTIVA. A client consent form will be signed by each GENTIVA client prior to scheduling a training session.

3. **Mutual Responsibilities**

3.01 **Training.** Both UNIVERSITY and GENTIVA acknowledge that the extern experience with GENTIVA will involve primarily procedural observation and that hands-on care will be strictly limited and conducted under the direct supervision of GENTIVA’s licensed, professional employees.

3.02 **Cooperation.** UNIVERSITY and GENTIVA will confer on all student educational plans, problems, or changes in plans.

3.03 **Complaints.** UNIVERSITY and GENTIVA will investigate and cooperatively resolve any complaints made by or regarding any patient, student, instructor, or GENTIVA employee.

3.04 **Non-discrimination.** Neither GENTIVA nor UNIVERSITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

3.05 **Promotional Materials.** Neither party will, without the other party’s express prior written consent, use the other party’s name, symbols, trademarks, or service marks in any
promotional materials or public announcement, including the release of information to the media regarding the parties' relationship.

4. Miscellaneous Terms

4.01 Term and Termination. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination. Any termination or expiration of this Agreement shall be effective only at the end of a specific academic period, or upon full completion of the program curriculum for Students currently participating in a rotation.

4.02 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

4.03 Conflicts. Both parties agree that in the event conflicts or problems arise related to the clinical rotation of any Student pursuant to this Agreement, GENTIVA shall immediately contact UNIVERSITY’s clinical coordinator of the appropriate department of the UNIVERSITY. In the event that disagreements are not resolved by the Student involved, the clinical preceptor(s) and UNIVERSITY’s clinical coordinator, such disagreements shall be resolved by the Chairperson of the Nursing Department of the UNIVERSITY and the Chief Executive Officer of GENTIVA or his/her designee.

4.04 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor. In any event, the assigning party will remain fully responsible for compliance with all of the terms of this Agreement.

4.05 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier that provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

University of West Florida
11000 University Parkway
Pensacola, FL 32514-5750
Attn: Chair of Nursing Department

Gentiva Health Services
417-C NW Racetrack Road
Fort Walton Beach, FL 32547

AND

Contracts Department
Gentiva Health Services
3 Huntington Quadrangle, Suite 200S
Melville, NY 11747-4627
4.06 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

4.07 **Severability.** In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in full force and effect.

4.08 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

4.09 **Entire Contract.** This Agreement constitutes the entire contract between UNIVERSITY and GENTITVA regarding the services covered under this Agreement, and will supercede any prior agreements between the parties for the same services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original.

4.10 **Amendments.** No amendments to this Agreement will be effective unless made in writing and signed by both parties.

4.11 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Florida.

4.12 **Compliance with Laws.** Both parties will comply with all applicable local, state and federal laws and regulations in the provision of services under this Agreement and certify that they are licensed, as applicable, to provide such services. If any law or regulation is enacted, modified, or judicially interpreted so that this Agreement would be found not to comply with such law or regulation, this Agreement will terminate immediately upon either party's receipt of notice of termination from the other party.

4.13 **Protected Health Information.** Notwithstanding anything stated herein to the contrary, both parties agree that all patient(s)' individually identifiable health-related information ("Protected Health Information" ["PHI"] and/or "Electronic Protected Health Information" ["ePHI"]) shall be used and disclosed only as permitted by applicable state and federal laws, including without limitation applicable Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, the final Privacy Rule issued pursuant thereto and the Security Rule issued pursuant thereto ("HIPAA"). Both parties shall also adopt and maintain procedures consistent with applicable law to safeguard the security and confidentiality of PHI and ePHI. Except as required to carry out the parties’ obligations under this Agreement, the parties shall not disclose, sell or otherwise transfer or provide any PHI, ePHI, or other Confidential Information on any individually identifiable patient basis to any third party. In no event shall either party sell any PHI, ePHI or other Confidential Information of either party, whether or not such information is individually identifying.
UNIVERSITY and GENTIVA have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

The University of West Florida:

By: [Signature]
Title: Provost
Date: 13 October 2008

Gentiva Health Services (Certified), Inc.:

By: Barbara Schneider
Title: Assistant Vice President
Date: [Signature]

In order to be binding, all contracts must be signed by a designated signatory of Gentiva Health Services.

Approved as To Form And Legality:

[Signature]
UWF Attorney
TRAINEE CONFIDENTIALITY STATEMENT

THE UNDERSIGNED, a student in the baccalaureate nursing program at the University of West Florida (the "Program") and a licensed, registered nurse in the state where home health services are to be provided under the Program, hereby acknowledges his/her responsibility under applicable Federal law and the Student Training Agreement between the University of West Florida ("University") and Gentiva Health Services (Certified), Inc. ("Gentiva"). This responsibility includes keeping confidential any information regarding Gentiva's patients, as well as all confidential information and trade secrets of Gentiva. 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 or trade secrets of Gentiva, except as required by law or as authorized by Gentiva, either during the practicum experience or at any time thereafter. The undersigned further agrees to adhere to Gentiva's policies and procedures at all times while participating in the Program.

Dated this ______ day of ____________, 20__.

Signed, Sealed and Delivered
In the Presence of:

________________________________________________________________________
Signature

________________________________________________________________________
Typed or printed name

PROGRAM PARTICIPANT:

________________________________________________________________________
Signature

________________________________________________________________________
Typed or printed name
PATIENT PERMISSION FOR STUDENT EXTERNSHIP

I, ____________________________ , a patient of Gentiva Health Services, do give permission to allow Gentiva Health Services to permit students enrolled in a baccalaureate degree nursing program to observe the care being provided to me by a Gentiva Health Services representative. In some cases, the students will be permitted to provide limited hands-on care under the supervision of a Gentiva Health Services clinical preceptor of the same discipline. I also understand that students will be able to review my clinical record (chart) while I am under the care of Gentiva Health Services. I further understand that all such information made available to students will be kept confidential.

This Agreement may be canceled by calling Gentiva Health Services at (850) 862-3240.

Signed__________________________________________

Witness___________________________________________

Date______________________________________________