Affiliation Agreement for Student Experience in Dietetics

THIS AGREEMENT made and entered into this 4th day of March, 2009, by and between

Central Washington University ("SCHOOL") and Children's Hospital & Research Center Oakland
("CHILDREN'S"). (SCHOOL and CHILDREN'S are hereinafter sometimes individually referred to as
"Party" and collectively as "Parties").

WITNESSETH:

WHEREAS, it is agreed by the Parties to be of mutual interest and advantage that the dietetics
students and instructors of the SCHOOL be given the opportunity to utilize CHILDREN'S for educational
purposes:

NOW THEREFORE, in consideration of the agreements hereinafter expressed and the mutual
benefits to be derived therefrom, the Parties hereto agree as follows:

AGREEMENT

I. CHILDREN'S SHALL:

A. Maintain the facilities used for the dietetics students' learning experience in such a manner
   that said facilities shall at all times conform to the requirements of the California Board of
   Registered Nursing.

B. Assure that CHILDREN'S staff is adequate in number and quality to insure safe, continuous
   healthcare services to clients for whom CHILDREN'S is responsible.

C. Permit each student designated by the SCHOOL to receive dietetics experience at
   CHILDREN'S in accordance with CHILDREN'S policies and procedures, and furnish and
   permit such students and SCHOOL dietetics instructors free access to appropriate facilities
   and clients for dietetics experience, including the necessary equipment and supplies for
   providing services to CHILDREN'S clients. Nothing in this paragraph shall be construed as
   limiting CHILDREN'S right to apply general restrictions/limitations on student practice of
   specific procedures.
D. Provide to SCHOOL the necessary space or facilities for conferences and classes for
student instruction by SCHOOL instructors, as available.

E. Furnish appropriate educational facilities in such a manner that there will be no conflict or
overlap in the use thereof between the SCHOOL's dietetics students and those from other
educational institutions.

F. Retain the right to require the SCHOOL to withdraw from CHILDREN'S any dietetics student
or clinical instructor whose performance is unsatisfactory or whose characteristics and
activities are detrimental to CHILDREN'S in carrying out its responsibilities.

G. Allow dietetics students and instructors of the SCHOOL to utilize CHILDREN'S eating
facilities at the students' and instructors' sole expense, as available.

H. Permit and encourage members of CHILDREN'S staff to participate in the instruction of
dietetics students following the policies outlined in CHILDREN'S Structure Standards
Addendum Q, as it may from time to time be amended, copies of which shall be made
available to SCHOOL.

I. As time allows, permit CHILDREN'S schools of dietetics coordinator and other designated
personnel to attend meetings of SCHOOL's dietetics faculty.

J. Provide emergency care, at the student's expense, for any student who becomes sick or
injured by conditions arising out of or in the course of that student's participation in
experience at CHILDREN'S.

K. Have no responsibility for providing Worker's Compensation, professional liability, health, or
any other insurance or liability coverage for the benefit of SCHOOL, its officers, directors,
employees, clinical instructors, or students.

L. Consult with representatives of the SCHOOL and mutually agree with the SCHOOL as to all
of the matters referred to in Part II providing for further agreements between parties.

M. Defend, indemnify and hold harmless the SCHOOL, its trustees, officers, employees, and
students, from and against any and all claims, liabilities and losses, by whomever asserted,
to the extent it or they arise out of acts or omissions on the part of CHILDREN'S or its
directors, officers, or employees, in conducting the dietetics program at CHILDREN’S as authorized by this Agreement.

N. Retain responsibility for dietetics care and related duties performed by dietetics students.

II. SCHOOL SHALL:

A. In consultation with CHILDREN’S schools of dietetics coordinator, plan for the experience to meet the learning needs of dietetics students assigned to CHILDREN’S.

B. Designate students enrolled in its Dietetics Program who are determined by SCHOOL to be clinically qualified to be assigned for clinical experience in dietetics at CHILDREN’S at such times and areas and in such numbers as are mutually agreed to by both Parties.

C. Require the SCHOOL’s dietetics instructors to notify CHILDREN’S in advance of changes in scheduled dietetics students’ assignments within CHILDREN’S.

D. Provide the necessary dietetics instructors to supervise and control instruction and dietetics experience at CHILDREN’S.

E. Be responsible for (1) directly supervising SCHOOL’s dietetics students assigned to CHILDREN’S, including professional activities and conduct while at CHILDREN’S, and (2) coordinating instruction, supervision, and evaluation of SCHOOL’s dietetics students at CHILDREN’S.

F. Provide orientation for dietetics students and instructors assigned to CHILDREN’S and plan such orientation in conjunction with CHILDREN’S schools of dietetics coordinator.

G. Insure that each student has training prior to the beginning of his/her clinical experience in all applicable state or federally mandated topics affecting health care providers, including, but not necessarily limited to, hazardous materials, handling and disposal precautions related to blood-borne pathogens, and patient privacy (HIPAA, etc.).

H. Keep all attendance and academic records of students participating in said dietetics program.

I. Require every dietetics student and instructor to conform to all applicable CHILDREN’S policies, procedure, and regulations, as they may from time to time be amended (copies of
which shall be made available to the SCHOOL), and all requirements and restrictions specified jointly by representatives of the SCHOOL and CHILDREN'S.

J. Comply with all reasonable requests of CHILDREN'S under Part I above.

K. Arrange for periodic conferences between appropriate representatives of CHILDREN'S and the SCHOOL, to evaluate the experience of dietetics students provided under this agreement.

L. Provide and be responsible for the care and control of any SCHOOL supplies, materials, and equipment used at CHILDREN'S for instruction of dietetics students.

M. Require all students to conform to CHILDREN'S health requirements regarding PPD/TB testing and immunization status prior to the start of each student's clinical experience.

N. Provide proof of current Workers' Compensation Insurance for its dietetics instructors assigned to CHILDREN'S in a form and amount covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of Washington as amended from time to time.

O. Provide proof of current professional liability (malpractice) insurance coverage in the minimum amount of $1,000,000 per occurrence and $3,000,000 aggregate per year for each clinical instructor assigned to CHILDREN'S.

P. Provide to CHILDREN'S proof of each and all of the insurance coverage's required by this Agreement, which proof(s) shall provide that CHILDREN'S is to be notified in writing at least ten (10) days prior to any change in or cancellation of coverage.

Q. SCHOOL is covered by the State of Washington Self-Insurance Programs and the Tort Claims Act (Chapter 4.92 RCW). Claims against SCHOOL and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. SCHOOL will make professional liability (malpractice) insurance available for purchase by its students. Coverage shall be purchased in the minimum amount of $1,000,000 per occurrence and $3,000,000 aggregate per year for each dietetics student.
SCHOOL will provide those students which purchase insurance through it with proof of insurance. Students may also acquire liability insurance through another source.

SCHOOL shall inform all students which it plans to place at CHILDREN'S that:

CHILDREN'S will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting; and students are required to provide CHILDREN'S with proof of insurance prior to placement; and should proof of insurance not meet CHILDREN'S approval and satisfaction, CHILDREN'S can refuse to accept any student for placement.

III. GENERAL PROVISIONS

A. There will be no exchange of funds between CHILDREN'S and the SCHOOL or its students or instructors hereunder.

B. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

IV. This agreement shall become effective upon the date shown above and shall continue until terminated by either party by written notice of termination sent by registered mail at least 60 days prior to date of termination to the following:

Central Washington University
Attn: Business Services & Contracts
400 E. University Way
Ellensburg, WA 98926-7474

CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND
Staff Education and Development Department
747 52nd Street
Oakland, CA 94609

V. This agreement may at any time be altered, changed, or amended by mutual agreement of the Parties in writing.

VI. The laws of the state of California shall govern this agreement. Venue for any legal proceeding arising under or to enforce the terms of this Agreement shall be in Alameda County, California.
Central Washington University

By: Connie Lambert

Title: Dean, College of Education and Professional Studies

3-9-09

400 E University Way
Ellensburg, WA 98926-7474

CHILDREN'S HOSPITAL & RESEARCH CENTER OAKLAND

By: Nancy Shibata RN

Title: Vice President of Patient Care Services,
Children's Hospital & Research Center at Oakland

747 52nd Street
Oakland, CA 94609